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The Solicitors' Journal.

LONDON, MARCH 9, 1872.

THE TICHBORNE TRIAL has afforded comparatively small matter for comment in a legal journal. Some points of evidence law we have discussed from time to time as they arose, but these were few and rather unimportant. The striking and unusual characteristics of the case were such as brought it within the range of our daily contemporaries rather than our own. When an issue of fact has occupied 102 days in trial before judge and jury and then collapses in a nonsuit, defendant's evidence only just entered upon and plaintiff's counsel's reply of course to come, we can hardly wonder if people ask one another, Must not the law be to blame if two-thirds of such a case can run to 102 days? Remembering, too, that besides this monster trial at common law there has been a mass of chancery proceedings which there is no reason to suppose have been more than usually inexpensive. Yet we are unable to saddle the present legal procedure with any reproach for the extraordinary expense and duration of the trial of this issue. It seems the unavoidable misfortune of the defendants. If a man once lived who, if now alive, would be entitled to your property, and some one starts up exclaiming—"I am the man, and the property is mine," it is your misfortune that you must defend yourself, and if the claimant manages to make the question turn on a vast complication of evidence, your misfortune is so much the greater; yet it is difficult to see how any change of procedure could prevent that any more than it can wholly prevent mischievous rogues from injuring honest men, or can compel impetuous mischievous rogues to pay for the damage they have done.

The suggestion indeed has been made whether a prescription ought not to run against individuals who remain absent and not heard of beyond a certain number of years. Under the Code Civil the recovery of back rents from the party in possession, under such circumstances, was limited to one-fifth after ten years, and one-tenth after fifteen, nothing being recoverable after thirty. It has been argued that a perfectly silent absence beyond a certain time might reasonably, with some safeguards against fraud, be made a bar to the claim for restitution of the *corpus* itself of the party's property. A man who wilfully abstains from communication with his friends, it is said, deserves to lose his property, and impostors' claims would be prevented. But Tichborne cases are happily not common enough to need any such special provision as this, and, moreover, it would be difficult to fix a limit of time close enough to bar complicated impostures, without risking injustice in many cases of unavoidable disappearance.

One suggestion evoked by the Tichborne case is really worth attention—viz., that it would be well if a judge presiding at Nisi Prius could have the immediate aid of a Full Court on questions of admitting evidence.

FEW MORE IMPORTANT QUESTIONS have been decided under the Bankruptcy Act, 1869, than that set at rest by the case of *Ex parte Luckes, Re Wood*, reported in this week's number of the *Weekly Reporter*; the question whether the law as to what is a fraudulent conveyance, amounting to an act of bankruptcy, is or is not different under the new Act from what it was under the old. Section 67 of the Act of 1849 made it an act of bankruptcy for a trader to make any fraudulent conveyance "with intent to defeat or delay his creditors." Section 70 of the Act of 1861 made a like fraudulent conveyance with a like intent an act of bankruptcy in the case of a non-trader. Under these sections, as under the corresponding sections of the earlier Bankruptcy Acts, it was settled law that the assignment of all a debtor's property in trust for the benefit of all his creditors, or to one creditor for a past debt, was necessarily fraudulent and an act of bankruptcy. Under the new Act, section 6, the case of an assignment for all creditors is expressly dealt with in sub-section 1. Sub-section 2 makes it an act of bankruptcy to make a fraudulent conveyance of a debtor's property, or any part thereof; saying nothing about an intent to defeat or delay creditors. Ever since the Act passed doubts have been floating about as to whether, under the new Act, a conveyance of all a man's property to one creditor for a past debt was necessarily an act of bankruptcy. It has often been suggested that under the older Acts such assignments were held fraudulent because of the words "with intent to defeat or delay creditors," those words showing what was meant by the word "fraudulent" which preceded them. And it has been said that as there are no such words in the new Act to give any peculiar meaning to the term fraudulent, that word must be construed in its strict sense; and that therefore, to make an assignment an act of bankruptcy, some actual moral fraud must be shown. It is very satisfactory that these doubts should have been at last distinctly set at rest. The Lords Justices have decided that the law as to what are fraudulent conveyances is the same now as it was before 1860. The reasons on which this decision is founded, as stated in the very elaborate judgment of Mellish, L.J., appear to us perfectly conclusive; and it is far from likely that the question will ever be re-opened. We may add that the same point had not only been decided in the same way, though without as full consideration, by the Lords Justices in the case of *Ex parte Hawker, Re Keeley* (20 W. R. 322), referred to by James, L.J., in the present case; but also, impliedly at least, by the Court of Common Pleas in *Lomax v. Buxton* (19 W. R. 441), a case not cited apparently in the argument of the present case.

ON THURSDAY LAST the Lords Justices decided two more important cases on the rights of execution creditors under the Bankruptcy Act, 1869.

In *Ex parte Williams, Re Davies*, a creditor had recovered judgment in a county court against his debtor (a trader) for a sum of less than £50, and the writ of execution had been delivered to the bailiff of the court. On the same day, about an hour later, the debtor filed a petition for liquidation, and a receiver was appointed, and before the bailiff could levy the receiver had taken possession of the debtor's goods. An injunction was granted to restrain any further proceedings under the judgment, and this injunction was afterwards dissolved, but on appeal to the Chief Judge the order dissolving it was discharged, and the Lords Justices affirmed the order of the Chief Judge. The question was, whether, where the writ had been delivered to the sheriff before the act of bankruptcy, but no seizure had taken place, the execution creditor was to be deemed to be a "creditor holding a security upon the property of the bankrupt" within the meaning of section 12 of the Act. It will be remembered that in *Ex parte Rock* (19 W. R. 1129, 22) the Full Court of Appeal held that where the sheriff had seized before the act of bank-

ruptcy the title of the execution creditor must prevail against that of the trustee. That was a case of a non-trader, but the same rule would apply to a trader where the judgment was for a sum of less than £50. It was argued in *Ex parte Williams* that the seizure gave the creditor no greater right than he had already by the delivery of the writ to the sheriff, since by the Statute of Frauds the goods were bound from the time of the delivery of the writ. But in giving the judgment of the Court Lord Justice Mellish pointed out that though the goods of the debtor were bound from the time of the delivery of the writ in this sense that the sheriff was bound to seize them if he could find them within his bailiwick, and that his right to do so would not be affected by any dealings after the delivery of the writ, yet the sheriff had no property in them until he had seized. When, however, he had seized he had a special property in the goods; he could bring trover for them, and he had a power of sale over them. Consequently, until seizure it could not be said that the creditor held any security upon the property of the bankrupt; he was merely pursuing a remedy.

In the other case (*Ex parte Rayner, Re Johnson*) the appeal was from a decision of the Chief Judge, which is reported 20 W. R. 397. Here the sheriff had, under a writ for a sum exceeding £50, seized the goods of a trader the day before the trader filed a petition for liquidation, but no sale had taken place. The question raised was whether under these circumstances the execution creditor had a right to have the goods sold, and to be paid out of the money arising from the sale, or whether, on the contrary, the goods had not become the property of the trustee under the liquidation. The 6th section of the Act of 1869 makes it in the case of a trader an act of bankruptcy if an execution issued against him for not less than £50 has been levied by seizure and sale, and the 87th section provides that when a trader's goods have been taken in execution for a sum exceeding £50 and sold, the sheriff is to retain the proceeds for fourteen days, and on notice being served on him within that period of a bankruptcy petition having been presented against the trader he is to hold the proceeds in trust to pay the same to the trustee; but if no such notice is served on him within the fourteen days, or if such notice is served and the trader is not adjudged bankrupt, the sheriff may deal with the proceeds as he would have done if no such notice had been served on him. It was contended that as the act of bankruptcy—viz., the presentation of the petition—had taken place before any sale of the goods, if a sale took place afterwards it could never be set aside as an act of bankruptcy, as there could be no relation back, the act of bankruptcy on which the creditors had chosen to rely being prior in date. The Lords Justices, however, upheld the decision of the Chief Judge, and were of opinion that it would be absurd to attribute to the Legislature an intention that that which would have been void as an act of bankruptcy if the creditors had waited till it was complete, and had then presented a petition founded upon it, should be valid merely because the creditors had not waited till the sale had taken place, but had chosen to found the proceedings upon the debtor's prior petition for liquidation.

IN A DISCUSSION on the Parks' Regulation Bill, Mr. Ayrton is reported to have said that although a constable could call bystanders to his assistance, they were not bound to come. Mr. Vernon Harcourt added that this reminded him of "calling spirits from the vasty deep," as to which the question arises, "Will they come?"

Now, as a practical question, there can be no doubt that a man who has his hands so full as to require assistance, will not be able to force persons to give it to

him; so that the constable probably may never be able to oblige bystanders to help him. At the same time it is scarcely correct to say that the persons so called are not bound to come. We apprehend that in any case in which they are properly called upon to assist they are liable to indictment, and fineable, for not doing so. The case is so rare that it is not easy to find authorities upon it, but something upon the point may be found in Hawkins' Pleas of the Crown. We have an impression also that an indictment of this sort was actually preferred at the Kent Quarter Sessions not many years ago.

There is therefore a greater obligation on the bystanders than on the spirits, though practically the question whether they will come is as important, or perhaps more so, to the constable.

MR. P. A. TAYLOR has re-introduced his bill of last year for the total abolition of all game laws. It contains the same eccentric recitals on the subject of wild animals tending to the demoralisation of the people by tempting them to commit breaches of the law. Mr. Harcastle's bill, the object of which was to make game property—a scheme we have always advocated—has been withdrawn for this session, upon the understanding that the subject of the game laws is to be considered by a select committee. There will consequently be no legislation on the subject this year.

THE GOVERNMENT have brought in a bill to check the slave trade in all but name which has sprung up in the Pacific. The planters in Fiji, finding their operations curtailed for want of labourers, willingly pay a bonus to any one who will bring them hands, without inquiring too scrupulously into the circumstances under which those hands are brought. Nominally they are induced to enter the vessels, by which they leave their homes, upon regular contracts of service. In reality they are decoyed on board by false pretences, and then not allowed to leave. In other words, there is a system of wholesale kidnapping going on in the Pacific. The bill gives the Supreme Courts of any of the Australasian colonies jurisdiction to try any British subject who decoys, carries away, or confines a native of any of the Pacific Islands without his consent for the purpose of removing him from the island in which he is, and proof of the consent is to lie on the person accused. Other similar acts are created into offences, e.g., shipping natives without their consent, equipping, using or letting a vessel with intent that the other offences created by the act should be committed, or with the same intent shipping or contracting to ship any stores. The venue in all indictments under the Act is to be that of the place where the trial is held.

Power is to be given to public officers in British Possessions and naval and military commissioned officers on full pay, to detain any British ship which either has been or is intended to be engaged in the prohibited trade, so that it may be brought before a Vice Admiralty Court for condemnation or restoration. It has been pointed out, however, that the bill is defective in not conferring this power on H. B. M.'s Consul at Fiji. It seems that some time since he detained the *Challenge*, a British ship engaged in this trade, until the arrival of H. M. S. *Blanche*; but on the *Challenge* being sent to Sydney, she was released by the authorities because the Consul had no authority to detain her.

The most curious provisions of the bill are those respecting the obtaining of the evidence of native witnesses. The Governor in Council of any colony is empowered to authorise the commander of any ship, whether in H. M.'s service or not, "to obtain the attendance as a witness of any native," and to transport him to the place where the trial is to be held, and to remunerate him. But for the concluding portion of the provision, it might be objected that the bill would authorise the kidnapping of a witness to support a charge of kidnapping against an accused person. It is obvious

that, assuming the attendance of a native witness, some difficulty might arise in swearing or otherwise binding him to speak the truth. This is obviated in the bill by providing that the Court shall ascertain in what form an oath will be most binding on the conscience of a witness, and administer it in that form; and that where a witness is ignorant of the nature of an oath, the Court shall declare in what manner his evidence shall be taken, and the evidence so taken shall be as valid as if an oath had been administered. The giving of false evidence in any proceeding contemplated by the bill is to be perjury.

THE PROSPECTS OF LEGAL EDUCATION.

It is now a little more than three years since the *Solicitors' Journal*, in a series of articles on Legal Education, held up to view the deficiencies of the Inns of Court, concluding with an earnest hope that all interested in legal education would urge the subject upon public attention. The matter now presents a more satisfactory aspect. A "Legal Education Association," voluntarily constituted, with Sir Roundell Palmer at its head, has succeeded in thoroughly launching the subject, and the Inns of Court, whether actuated by tardy repentance or by a fear of wrath to come, have decided on compulsory bar examinations, and made steps towards the institution of systematic lectures.

The essence of the scheme contended for by the Legal Education Association is, that there shall be one Grand Central Law School, at which the students of both halves of the profession are to be educated and tested by compulsory examinations before admission to practice; but it is not stipulated that the respective branches are necessarily to attend the same lectures or pass the same examinations. Students are to be admitted to pass the examinations even though they may have studied solely elsewhere. The successful students are to receive certificates of qualification to practise in the branches for which they have passed; but the actual admission to either branch of the profession is to be left in the hands of the existing bodies—i.e., the Inns of Court and the Incorporated Law Society. It is not proposed, moreover, to meddle with the revenues or property of the Inns of Court unless, in the event of the School not being self-supporting, they refuse to contribute from their funds.

Last summer Gray's Inn and the Middle Temple gave in a general approval of the idea of one grand Law School and compulsory bar examinations; Lincoln's Inn and the Middle Temple were, and still appear, unwilling to accept the proposal of educating both branches of the profession together, or to part with their present control of the bar education. But the Inns all concede that we must have a systematic bar education, tested by compulsory examinations, and the Inner Temple have gone the length of appointing lecturers. Finally, so far as the bar are concerned, the Council of Legal Education—whose functions have hitherto been confined to the maintenance of a voluntary system of lectures and voluntary examinations—have appointed a committee to consider and report on "a comprehensive system of legal education, scientific and practical, for students for the bar, and upon the subjects to be prepared for the compulsory examination, to which such students are hereafter to be subjected." In the solicitor's branch of the profession there seems much divergence of opinion, some of the law societies, including the Metropolitan and Provincial, gave an early general adhesion to the proposals of the association; but it was not until more than one meeting had been held that the Incorporated Law Society, who have now conducted successfully for many years the education and compulsory examination of solicitor students, passed, after a long and variable discussion, a resolution in favour of the association's proposals. On the other hand, the

voluntary association, which has a tower of strength in the support of Sir Roundell Palmer, has spared no efforts whatever to press its views on the public and the profession, and has canvassed for signatures to petitions with an industry rivalling even that of the Deceased Wife's Sister or Contagious Diseases organisms. Yet, even in the association itself action seems to have been somewhat hampered by a certain divergence in the ultimate objects desired by some of its members; for it is no secret that a minority, small but active, regard the movement as a means of attaining "amalgamation" of the two branches of the profession.

So far, the education movement has been left in the hands of the lawyers. In the debate on Sir R. Palmer's motion last week, which was interrupted by an attempt to "count out" the speakers, with the sole exception of the Premier, were all lawyers. The debate hardly threw much new light upon the subject, which is now so fully launched. Most of the hon. members who essayed in defence of the Inns of Court evinced a manifest disposition to retreat peacefully resisting further encroachments; there was, however, one manfully obstructive speech, reminding us of those political articles in the partisan penny papers, which convince nobody, and place their own cause in a ridiculous light.

The defeat of Sir Roundell Palmer's resolutions by a narrow majority of thirteen will discourage no one who has the needful reform at heart. The necessity for a reform is now thoroughly established; and its prosecution would hardly have been accelerated or favoured by an assent to the resolutions, which were merely abstract and a little vague. Moreover, the present scheme of the Legal Education Association is decidedly defective. Sir R. Palmer was careful to point out that it did not contemplate "paternal" government control or a monopoly of law teaching, either of which would have been highly objectionable. But, owing probably to the reluctance of the Inns of Court to concede any modicum of amelioration, the scheme is framed to operate outside the existing educational bodies. It would centre in itself all educational functions, and leave to them the bare office of watching over etiquette and managing their own revenues. The mere faculty of admitting the examined candidates would become a bare *conge d'elire*. The Inns of Court would probably wither up as the Inns of Chancery have done, and the Incorporated Law Society might become a mere club. Here are five existing institutions—four of which, by the way, are suspected of managing their revenues very badly (we intend no imputation whatever of anything worse than injudicious management); these ought to be utilised instead of being pushed aside to wither gradually in disuse. The scheme should be a central law school consisting of five colleges. On this point we agree with our correspondent "C. T. S." How the colleges should be represented in the Senate is a detail which need not now be considered. Mr. Gladstone said the Government wished to act upon the principle mentioned by one of the commissions—that the reform should be initiated from and through the Inns of Court and Incorporated Law Society. But that can only be if the Inns will accept the task of initiating a reform sufficiently complete. On the other hand, we confess to hesitation at leaving to the present voluntary association the sole responsibility of carrying out so great a measure of reform; it has the weakness arising from an imperfect concordance of aims within its own body, and there is also some danger that such a body, if successful in pressing a measure past the opposition of an existing institution, might be carried by the momentum of victory to ill-advised lengths. We do not expect to see it, but what we should prefer seeing done would be this—Let the Legal Education Association obtain from the Inns of Court an intimation of the length to which those bodies are willing to go, and, in the event of their declining to be erected with the Incorporated Law Society into a general Law School, let Sir R. Palmer

move before the end of this session for a new Royal Commission to consider a scheme. The Commission might report by next session, and a bill could then be founded on their recommendations. If it be asked, what is the use of a fresh commission when several have already reported? we reply, that the new Commission would work with the benefit of all that has now taken place.

DEEDS VOID AND VOIDABLE.

No. II.

In a former article we pointed out the distinction between fraud which affects the consideration merely, and fraud which misrepresents the entire nature and effect of the instrument—noting at the same time that not every deed in the second category is void absolutely.

Let us now consider this second class of cases, in which the grantor or alleged grantor has been deceived as to the very nature and extent of the instrument to which he put his name.

In *Thoroughgood's case*, 2 Co. Rep. 96, it was held that if an illiterate man is got to execute a deed by its being falsely read to him, it is invalid. As Byles, J., put it in *Foster v. MacKinnon*, 17 W. R. 1105, L. R. 4 C.P. 711, "it is invalid, not merely on the ground of fraud, but on the ground that the mind of the signer did not accompany the signature, in other words, that he never intended to sign, and therefore in contemplation of law, never did sign, the contract to which his name is appended." This is a simple and extreme case. When the learned judge comes to the general case, he is very careful to point out that negligence on the part of the grantor makes all the difference in the world. It might be argued that on the above principle of intention the deed was still not the man's deed; but at any rate his negligence estops him from pleading that (*non est factum*) as against a purchaser for value without notice, so that as regards the result to the grantor, it is as though the deed were voidable merely.

In some of the Chancery cases decided a few years ago *dicta* are reported which have favoured the argument that a deed obtained by a misrepresentation of its very nature is inevitably void *ab initio*; but since then it has been clearly pointed out that that position is true only with material qualifications.

In *Vorley v. Cooke*, 6 W. R. Ch. Dig. 43. 1 Giff. 230, a solicitor induced his client, Cooke, to execute a mortgage to himself, by pretending that the deed was merely a covenant for production of title-deeds, of which the client had executed many. The solicitor then obtained an advance from Vorley, who had no notice of the fraud, upon a deposit of the mortgage deed. Vice-Chancellor Kindersley held that the mortgage deed was void *ab initio*. He said—

"If the solemnities of signing, sealing, and delivering are tainted with imposture and deceit, these solemnities cease to have a binding effect; and the instrument to which they have been fraudulently applied cannot be the act and deed of him who had no mind or intention to execute such an instrument, and who applied these solemnities on a false representation of the nature of the deed, and with the mind and intention to execute a deed of a different kind and for a different purpose from that which by deceit and fraud was substituted. Therefore it is that evidence of the imposture, falsehood and fraud of such a description can be given at law under the plea *non est factum*, for the instrument is no more a genuine deed than if the signature had been forged."

This was stating the doctrine too baldly, and in the recent case of *Hunter v. Walters*, 20 W. R. 218, L. R. 7 Ch. 75, the matter is put on a proper footing. In this case the solicitor of two mortgagees (first and second) pretended, unknown to either, to sell the mortgaged estates, under the second mortgagee's power of sale, and had the estate knocked down to a purchaser who was really a nominee of his own. He got the two mort-

gagees to execute conveyances to himself, and to sign receipts for consideration money. In the suit, one of the mortgagees deposed that he executed the deed without reading it, believing the solicitor's assertion that it was only a transfer of the mortgagor's interest, and a mere form as far as concerned himself; the other mortgagee was dead, and there was no evidence of the manner in which he was induced to execute the conveyance. The solicitor had deposited the conveyance and the title-deeds with a party who made an advance on them without notice of the fraud. Vice-Chancellor Malins held that this latter party was entitled to priority over both the two mortgagees who had been so cheated by the solicitor, and on an appeal by the second of the two original mortgagees, that decision was affirmed by the Full Court. The Lord Chancellor and Lords Justices were unanimous in holding that the conveyance which the two mortgagees executed was not void; and they put the case upon the ground that these two gentlemen having confided in their solicitor to the extent of executing the conveyance without reading it, they must suffer for their agent's fraud; upon the common rule of equity that the principal who trusts his agent is the party to suffer for the agent's fraud, and not the stranger who deals with the agent. Lord Justice James, without disputing the correctness of the equitable relief given in *Vorley v. Cooke* (*sup.*), declined to endorse the dictum that the facts in that case would have sustained at law a plea of *non est factum*. Lord Justice Mellish, speaking of the argument that a deed procured by a false representation of the contents of the deed itself, is at law necessarily void *ab initio*, said it was an open question at law whether or not a person who so executed a deed in negligent reliance on such representations might be estopped from denying it to be his deed, as against a purchaser for value without notice. In *Swan v. North British Australasian Company*, 10 W. R. 841, 7 H. & N. 603, s.c. on app. 11 W. R. 826, 2 H. & C. 175, which, as Lord Justice Mellish said, was not in point, there were *obiter dicta* on the part of some of the judges, to the effect that there could be no estoppel; but that case supplies nothing conclusive even in the way of opinion.

The true doctrine certainly is, in equity, that a deed obtained by misrepresentation of its contents and effect is voidable only and not void, when the success of the misrepresentation was due either to negligence on the part of the person deceived, or to his having abstained from enquiry in reliance on the trustworthiness of his own agent. If the same point should ever be directly raised at common law the result would probably be the same, with this merely technical difference,—that while in equity such negligence or confidence is regarded as constituting the deed a merely voidable instrument *ab initio*, at common law the decision would take the form of ruling that if the deed be void, the party is estopped from saying so.

In this examination of the doctrine of "void or voidable" deeds, we have referred merely to a few cases which stood out as prominent handles by which to lay hold of the subject. We shall conclude by noticing one or two cases which are cited on the subject more frequently than others.

Lee v. Angas, 15 W. R. 1119, was a decision of Vice-Chancellor Stuart. Here a solicitor got a lady client to execute a mortgage to a third party, representing to her that the document was of quite a different effect. He received the mortgage money, and applied it to his own purposes. On the fraud being discovered she filed her bill against the assumed mortgagee, and the Vice-Chancellor decided the mortgage to be void. This case is probably supportable on the ground of the deceived person having been a woman, and inexperienced in business matters; for, like the illiterate man in *Thoroughgood's case*, (*sup.*) women or other persons in a naturally defenceless condition may

reasonably be treated with some indulgence by the Court of Equity.

In *Parker v. Clarke* (9 W. R. 877, 30 Beav. 54), a man in prison for debt executed a mortgage to secure £95; he received no money, but the mortgagee promised to release him from prison, which promise was never performed. The mortgage having passed into the hands of a deposit for value without notice, the Master of the Rolls ordered it to be given up to the mortgagor, on the ground that it was void. But this deed was clearly voidable only, and not void, so that the reader, if well advised, will not place much reliance on this decision.

In *Ogilvie v. Jeaffreson* (8 W. R. 745, 2 Giff. 353), a solicitor had mortgaged leaseholds to his client, the plaintiff, and afterwards, by telling him that they were merely leases, got the client to execute some deeds by which these leaseholds were assigned to one of the solicitor's maid-servants, who was a mere nominee of his own, and, according to her own evidence, herself knew nothing of what she signed, and through whom the leaseholds were passed on by the solicitor to the defendants as purchasers for value. Vice-Chancellor Stuart ordered the deeds to be given up to the client, on the double ground, that the defendants had been put upon inquiry, and had been guilty of negligence, and also that the maid-servant, as a mere colourable transferee, never had any estate in her, and so could pass none.

Upon this ground, that there really was no purchaser for value without notice, the decision seems quite correct, but the Vice-Chancellor appears to have gone wrong in pronouncing the deeds to be "wholly void." The plaintiff did not read the documents before signing them, because he relied on his solicitor, and on the principle in *Hunter v. Walters* (*sup.*) that was sufficient to render the deeds voidable only and not void.

Where the duped grantor or transferor has gone the length of putting his name to a receipt for consideration money, which, of course, he never received, that will be an additional reason for holding him to have been guilty of negligence.

RECENT DECISIONS.

EQUITY.

CONSTRUCTION.—DEVISE TO 'UNMARRIED WOMAN FOR LIFE, WITH REMAINDER IN FEE TO HER HUSBAND.

Radford v. Willis, V. C. W., 19 W. R. 845, L. J. 20 W. R. 132.

This decision is an excellent illustration of the well-known principle that equity favours vesting rather than contingency. By holding that a devise to trustees, upon trust for an unmarried woman for life, with remainder upon trust to convey to her husband in fee, vested an indefeasible estate of inheritance in the person who first answered the description of her husband, the Lords Justices did homage to the above principle, and determined a point which, according to the Vice-Chancellor, was not settled by authority. The decision of the Lords Justices affirms the conclusion in *Jarman on Wills* (3rd. ed. vol. 1, p. 304) that a devise or bequest to the wife of A., if there be no such person either at the date of the will or death of the testator, applies to the woman who first answers the description of the wife of A. at any subsequent period. The authority relied on for that conclusion is *Driver v. Frank* (3 Man. & Sel. 25), where lands were devised to the use of A., the husband of the testatrix's niece, and after his death to the use of the second, and other sons of A. by the testatrix's niece (except a first or eldest son) severally and successively, in tail male, with remainders over; and it was held (*dis-sentiente* Lord Ellenborough, C.J.) that the remainder to the second and other sons of A. (who had no son at the date

of the will) was not a contingent remainder to such son as should be the second son of A. at his death, nor a vested remainder to such son liable to be divested by his becoming the first son by the death of his elder brother, but a vested indefeasible remainder to the second son of A. who should be born in the lifetime of a first or eldest son—i.e., to the first son who should answer the description of the second son of A. The Vice-Chancellor (19 W. R. 846) did not think that this case warranted the conclusion drawn from it in *Jarman on Wills* (*sup.*); and it will be seen that the main point in the case was, who filled the character of the second son of A. *Peppin v. Bickford* (3 Ves. 570), which was relied on in support of the opposite view, really establishes no principle at all. It was a decision of Lord Loughborough on the construction of an executory bequest of a fund to be laid out in the purchase of land, which, when purchased, was to be settled on A. for life, with remainder to A.'s wife for life, with remainder over. A. was unmarried at the date of the will, and at the death of the testator; and he subsequently married a lady who died in his lifetime without issue. He married again, and his second wife claimed a life estate under the foregoing bequest. If the broad principle recognised by the Lords Justices had governed the case, her claim could not have been entertained; but Lord Loughborough decided in her favour, on the sole ground of intention; holding that he could not ascribe to the testator the intention that the gift should fail in the event of a first wife dying without issue in A.'s lifetime, and A. marrying again and having issue. Upon the whole, the decision of the Lords Justices may be safely viewed as establishing the truth of the general proposition that a gift to A. for life with remainder to a person who may afterwards bear a given relation to A., the relation being one which may be borne by numerous persons successively, is a gift to A. and the first person who shall bear that relation—subject of course to being defeated in particular instances by the rule that the intention of the testator shall prevail.

COMMON LAW.

SET-OFF IN BANKRUPTCY—EXECUTOR'S AMOUNT.

Bailey v. Finch, Q.B. 20 W. R. 294, L. R. 7 Q. B. 34.

If the question were plainly stated whether, if a man opened an account with a bank in his own name, and another account as executor of an estate fully solvent, and of which he was besides the sole beneficial owner, the credit on the one account could in the event of his bankruptcy, be set-off against the debit on the other? we imagine no one would take long to answer in the affirmative; at law he would be the only person to sue on the one account or to be sued upon the other, and equitably there could be no other person whose rights would be interfered with, for there would be no other person than himself entitled to the beneficial use of the money. In substance that is all that is decided in the present case; the only difference from the facts as above stated being, that the executor, instead of being the person solely interested in the estate, was solely interested subject to a gift which there were ample additional assets to meet.

Some confusion was introduced by a misapprehension of the case of *Ex parte Kingston* (L. R. 6 Ch. 632, 19 W. R. 910), which would seem to have been treated by the counsel for the plaintiff as deciding that the county was entitled to a larger sum out of their insolvent treasurer's estate than their treasurer actually owed them. No careful reader of the case could have supposed that the decision of the Lords Justices was meant to give the county more out of the account headed "Police Accounts," than really belonged to them; and as to the residue, it was clear that it belonged to the bankrupt and to no one else. That residue was in the same position as the executors' account here; that is, wholly the property of the bankrupt, and therefore, a subject of set-off as

between him (or his trustee) and the bank. It can hardly be said, however, that the expressions of Blackburn, J., give an adequate description of the effect of opening the account as an executorship account. The learned judge says, "The bank would have been bound by any equity which did exist, of which they had notice at the time the bank became bankrupt." This is true, but it omits to notice (what clearly follows from *Ex parte Kingston*, and from the general principles of bankruptcy law which the learned judge afterwards so fully states) that the heading of the account was itself notice of the rights of those beneficially interested in the estate, and that although, as decided by the House of Lords in *Gray v. Johnston* (L. R. 3 H. L. 1), the bank would not be answerable for any misapplication of the funds by the executor unless they had clear notice of the intended breach of trust, yet that they had notice of the trust, so as to prevent them from claiming a set-off if the executor had, in fact, had no beneficial interest in the estate.

ASSIGNMENT OF MARINE POLICY.

Lloyd v. Fleming, Q.B., 20 W. R. 296.

Although it had been decided in *Powles v. Innes* (11 M. & W. 10), that an assured could not sue on a policy for a loss which occurred after he had parted with his interest in the subject-matter (in a case where there was no agreement with the transferee that the plaintiff should hold the policy as trustee for him), it was never suggested that he could not sue where the loss occurred whilst he was still interested, on the ground that he had after the loss parted with the property. In fact, the time to be regarded was always stated to be the time when the risk was taken and the time when the loss occurred, but not the time when the action was brought. In the present case the question appeared to turn on whether, under 31 & 32 Vict. c. 66, an assignee of the policy after the loss could maintain the action in his own name; but it is obvious that the real question might as easily have arisen independently of the Act. The assured suing after the loss might (if the defendant's contention were well founded) have been met by a plea that he had since the loss assigned over the property which was the subject-matter of insurance. But, as Blackburn, J., observed, "it is every day practice, where a ship has sustained damage, to sell the injured hull for the benefit of whom it concerns, and then sue on the policy. If it can be made out that the loss is total, the sale is for the benefit of the underwriters who pay the total loss. If the loss proves partial only, it is for the benefit of the assured; but no one ever thought of saying that the sale of the damaged hull put an end to the right to recover an indemnity for the partial loss. . . . After a loss the policy of insurance and the right of action under it might, like any other *chase in action*, be transferred in equity, though at common law the action must have been brought in the name of the original contractor, the assignor." In fact, as Blackburn, J., again points out, after the loss "it is ascertained that the interest in the damages, the *chase in action*, is the only property which is covered by the policy, consequently the words of the Act are literally complied with."

ATTORNEY—PRACTICE.

Re Brutton, C.P., 20 W. R. 298.

This case is of some importance on a practical point. The Master of the Rolls had suspended an attorney for a limited period. On an application to the Queen's Bench, that court had, we believe, followed the decision of the Master of the Rolls without further inquiry; but on a similar application to the Court of Common Pleas, it was held that the Court would only make an order on its own responsibility, and in the result suspended the attorney from practice in the Common Pleas for the time mentioned by the Master of the Rolls, and "till further order of the Court." The course taken by the Court of Exchequer agrees with that taken by the Court of Com-

mon Pleas—namely, that in making such an order they are exercising a judicial discretion, and must act on their own view of the case. It certainly seems absurd that the same facts should lead to different results, where there can be no reason for a different judgment; but whilst the antiquated practice of having separate rolls for the practitioners in the courts of equity, and in the three superior courts of common law at Westminster continues, it is not easy to see any answer to the reasoning of the Courts of Common Pleas and Exchequer.

LANDLORD AND TENANT.—INCOMING TENANT—AGRICULTURAL TENANCY.

Stafford v. Gardiner, C.P., 20 W. R. 299.

This is a case of some practical importance with respect to agricultural tenancies. The effect of the decision is, that where (as is usual) there is a custom for the landlord to pay the outgoing tenant for certain things at a valuation, subject to a right in the landlord to deduct any arrears of rent, an incoming tenant who comes in the place of the landlord, and takes over those things from the outgoing tenant at a valuation, becomes liable to the outgoing tenant only to the same extent, or subject to a corresponding condition to that under which the landlord would otherwise have stood, that is, the landlord is entitled to claim, and he is entitled to pay to the landlord arrears of rent out of the amount of the valuation. In the present case, therefore, the defendant, the incoming tenant, was held to have a good defence to an action by the trustee of the outgoing tenant for the amount of the valuation under the custom, the whole of which had gone to satisfy the arrears of rent; inasmuch, however, as part of the valuation related to matters not within the custom, which he had nevertheless also paid over to the landlord in discharge of the arrears, his defence to this extent failed.

DOUBLE INSOLVENCY.

Bank of Ireland v. Perry, Ex., 20 W. R. 300, L. R. 7 Ex. 14.

This case is important in two particulars. First, it is a recognition at common law (for the first time) of the principle of *Ex parte Waring* (19 Ves. 345). It is true that the Chief Baron says that the money in question, that is the money which was the proceeds of the goods, and which (by usage) was to be applied in taking up the bills held by the plaintiffs, did not belong to the estate of the defendant, the firm on whom the bills were drawn; but this was true only in the sense that by the rule of *Ex parte Waring* it was in the event of the double insolvency equitably appropriated to the holders of the bills, for there can be no doubt that but for the insolvency the defendant, and the defendant alone, would have been entitled to recover it. The second point in which the case is important is in its furnishing another illustration (following *Rusdon v. Pope*, L. R. 3 Ex. 269) of the extent to which courts of common law will go in entertaining, upon a special case stated upon interpleader, claims which are founded entirely on an equitable basis.

ATTORNEY—NEGLIGENCE—REGISTRATION OF LITIGATIONS.

Plant v. Pearman, Q.B., 20 W. R. 314.

This is a case of some importance upon the duty of a plaintiff's solicitor in a Chancery suit to register the suit as a *lis pendens*. The plaintiff had sought by his bill to establish, as against the legal owner of leasehold property, and certain persons who had contracted for its purchase, his right as equitable owner of certain shares in the property. The substance of what he sought was no doubt to obtain payment to himself of a proportional part of the purchase-money; but he could only obtain this by establishing his equitable right to the property itself, and it was, therefore, evidently a case to which

the doctrine of *lis pendens* would apply, and in which, therefore, a registry of the suit under 2 & 3 Vict. c. 11, s. 7, was of essential value. The defendant, however, his solicitor in that suit, had omitted to register it; and the then owner of the leasehold had accordingly rescinded his contract with his then co-defendant, and had sold the property to another person who had no notice. For this alleged negligence the plaintiff now sued: the decision of the Court was pronounced on a demurrer to a traverse of the plaintiff's request to register on the ground that it raised an immaterial issue; and the question was thus raised whether the defendant was not bound to register without any request; and in allowing the demurrer the Court decided that it was, in the absence of qualifying circumstances, the duty of the solicitor to register, without waiting for instructions to do so. The omission to do so had rendered the suit abortive, and the case thus somewhat resembled that of *Godfrey v. Jay* (7 Bing. 413) where it was held that allowing judgment to go against his client by default was *prima facie* evidence of negligence in the attorney, which it lay upon him to rebut by showing that there was no defence to the action.

REVIEWS.

The Law of Gas and Water Supply. By W. H. MICHAEL, and J. SHIRES WILL, Barristers-at-Law. London: Butterworths, 1872.

This work contains a collection of Acts of Parliament, which in a somewhat limited sphere will doubtless be found extremely useful. We are inclined to doubt whether the subject is quite worth the special pains bestowed upon it by the learned authors, but if that is the case, those who do want information upon it ought to be the more grateful being therewith supplied. Mr. Michael is responsible for the part of the work relating specially to Gas, and Mr. Will for that relating to Water. The Acts printed and copiously annotated include the Gas Works Clauses Acts of 1847 and 1871, the Gas and Water Facilities Act, 1870, The Sale of Gas Act of 1859, 1860 and 1861, The Metropolitan Gas Acts of 1860 and 1861, The Water Works Clauses Acts of 1847 and 1863, the sections of the Public Health and Local Government Acts which deal with the powers of local authorities as to water supply, some Acts relating to water supply in Scotland and a few specimen provisions of local and special Acts, The Metropolitan Water Acts of 1852 and 1871, The Companies Clauses Acts of 1845, 1863 and 1869, and the Lands Clauses Consolidation Acts of 1845, 1860 and 1869.

Thus the mass of statutory law contained is considerable, and of course the law on the subject is mainly statutory. The cases on the subject are, however, fully referred to in the notes. These are made to convey general information which the authors wished to impart, but which is not always very relevant to the section to which it is appended. Thus the important subject of the rating of gas and water works is dealt with in notes to the sections restricting the profits to be made by companies. This course was necessitated by the plan of the work, which on the whole is perhaps the best suited to the subject, and any inconvenience that might be caused by it is removed by there being a good index. On the whole, we can thoroughly recommend the work to those who require guidance on the subject. To Parliamentary practitioners, and to the legal advisers of the local authorities, which have of late in so many places undertaken the management of the gas and water supply, it will doubtless be a very convenient manual.

The Law Magazine and Review. New series. No. 1. February, 1872.

This is the first appearance of the *Law Magazine* in a new character. Instead of coming out quarterly, price 7s., a rather smaller issue is to appear monthly, price 2s. Six articles are contained in the number before us; "The Legal Education Question," by Mr. Andrew Edgar, LL.D.; "The Judicial Committee of the Privy Council, with special reference to India," by Mr. Collett, an ex-judge of the High Court of Madras; a Biography of the late Edwin Wilkins Field; and Articles on International Copyright, The Lord

Chief Justice's "Protest" against the Collier Scandal, and The New Law Courts. Mr. Edgar, while approving the institution of compulsory bar examinations, holds that the education of those students who are really preparing for bar practice will not be substantially altered by it, inasmuch as no examination can supersede the practical training of chambers. The compulsory examinations established, and conducted by the best talent obtainable, in the most "searching and thorough" manner, he thinks that "suitable instruction will be ready without the institution of a single new lectureship." Private tuition, which "so far as any teaching can be of avail in the study of the law," he considers to be the only really effective mode, will, he believes, be ready in supply—equal to the demand. More than this, however, will, in his opinion, be demanded by the public, and recognising that, he would prefer a course of instruction instituted by the Inns of Court themselves to the establishment of such a law "university" as that proposed by the Legal Education Association. The points on which Mr. Edgar seems to insist most strongly are, that the bar examinations should be conducted with extreme strictness, and with a very high standard, and that the wisest course as regards the Inns of Court, would be, instead of "shuffling them as a pack of cards," or "tossing them about like a child's playthings," to take them as they are, and make the best of them. The subject discussed in the paper on Indian appeals is the possibility of restricting the right of appeal with benefit to suitors. Mr. Collett solves the question affirmatively, restricting his principle carefully to appeals from India.

The biography of the late Mr. Field will be read eagerly by all ranks of the profession. The writer seems to have enjoyed considerable facilities for his task, including access to a journal kept by Mr. Field during two years of his student life: these advantages, it is stated, are obtained by the courtesy of a gentleman now engaged on a life of Mr. Field, which is expected to be soon ready. The account could not fail to be interesting, from the great personal interest attaching to its subject, and as far as facts and traits are concerned it sets Mr. Field's life fairly before us, but it is not very attractively penned.

The number also contains the customary compartment of "legal gossip," book notices, &c., but why, O why, did not the editor seize the present opportunity of dropping that horrible and unseemly-like term "necrology," which we find still figuring over the list of departed members of the profession?

COURTS.

THE ALBERT LIFE ASSURANCE ARBITRATION.*

(Before Lord CAIRNS.)

July 12.—*Re The Albert Life Assurance Company; Jull's case.*

Life assurance company—Amalgamation of companies—Winding-up—Amount of policyholder's claim—Guarantee fund.

J. held a policy in the L. Life Assurance Company. This company had a "guarantee fund," in which a certain amount proportionate to the sum assured was to stand to the credit of each policyholder. The amount was to be paid to him on the lapse or on the discontinuance of the policy. The guarantee fund was liable to be trencched upon under certain circumstances, for the payment of the policies. The L. Company afterwards became amalgamated with the A. Company, and by the agreement for amalgamation the A. Company guaranteed to the L. policyholders payment of the several sums which should become payable in respect of their policies, and payment of their several shares in the guarantee fund. This fund was transferred to the A. Company, together with the other property of the L. Company. At this time the sum standing to the credit of J. in the guarantee fund was 261 rupees. On the winding-up of the A. Company, J. claimed to be entitled to this sum of 261 rupees in full, in addition to proving for the value of his policy.

Held, that the winding-up of the A. Company caused a discontinuance of the policies.

That under the terms of the amalgamation the A. Company were purchasers of the funds of the L. Company, including the "guarantee fund," for their own benefit, with an undertaking to pay the L. policyholders their shares in such fund; and consequently, that the L. Company having accepted such under-

* Reported by Richard Marrack, Esq., Barrister-at-Law.

taking, the "guarantee fund" could not be fixed in the hands of the A. Company, with any trust for the L. policyholders.

Held, therefore, that J. was not entitled to be paid the 261 rupees in full, but might prove for the sum together with the value of his policy.

This was a claim against the Albert Life Assurance Company, in respect of a policy issued in February, 1856, by the Indian Laudable Life Assurance Society, on the life of Mr. Jull.

This society had a fund called "the guarantee fund," and every policyholder who had insured before the 1st July, 1856, was to have a certain amount, not exceeding 10 per cent. on the sum assured, standing to his credit in this guarantee fund. The rules of the society provided that the amount so standing to his credit was, "in the event of a discontinuance of the policy," to be paid on demand, subject to deduction for any sum that might be due to the society. Moreover, the whole amount assured by any policy, together with the sum (if any), at its credit in the guarantee fund, and any bonus which might have been added to it, was to be paid one month after proof of the lapse of the policy.

Further, all lapses were to be "paid out of the premium fund and reserve fund until exhausted, in which event, and not otherwise, the 'guarantee fund' was to be available to make good all payments for which the society might be responsible."

In 1865 the Indian Laudable Society became amalgamated with the Albert Life Assurance Company, all the policyholders of the Indian Laudable assenting thereto. The deed of amalgamation was dated the 29th July, 1865, and was made between C. H. Ogbourne, the acting manager of the Indian branch of the Albert Company, for and on behalf of the directors of the Albert Company, of the first part, and the directors of the Indian Laudable Society, of the second part.

After reciting that the Albert Company and the Indian Laudable Society had for some years past severally carried on business in Calcutta, and that the directors of the Albert had agreed to take over the business of the Indian Laudable Society, together with the liabilities of the said society, in respect of all outstanding policies as thereafter mentioned, on the said directors of the Indian Laudable Society handing over to the said Chas. Henry Ogbourne, as such acting manager as aforesaid, all sum or sums of money forming the several funds of the said society, namely, the premium fund and the guarantee fund, and which said fund consisted of rupees 364,783.6.4, and rupees 126,948 respectively, it was witnessed that in consideration of the transfer of the several sums of money and securities for money thereinbefore referred to, and agreed to be handed over into the names of two of the directors of the Indian branch of the said Albert Company, and of the said C. H. Ogbourne, for and on behalf of the said Albert Company by the said Indian Laudable Society, he, the said C. H. Ogbourne, as such acting manager as aforesaid, for and on behalf of the said Albert Company, agreed to and with the said parties thereto of the second part, that the said Albert Company should take over and accept, by a memorandum to be endorsed thereon, every policy which had been theretofore granted and was then on foot, and existing in the said Indian Laudable Society, for the several sums secured thereby respectively, at the same rates of premium as were then payable thereon... the said Albert Company receiving from the said policyholders all premiums then due or thereafter to become due in respect of the same.

And the said C. H. Ogbourne, for and on behalf of the said Albert Company, thereby guaranteed to the said policyholders in the Indian Laudable Society, payment of the several sums which should become payable in respect of the said policy or policies, and payment of the shares of the several policyholders in the said guarantee fund of the Indian Laudable Society.

On the 11th August the usual endorsement was made on Mr. Jull's policy by the Albert Company, to the effect that the contract therein contained had been accepted by the Albert Company.

The sum at the credit of this policy in the guarantee fund was 261 rupees. On the winding-up of the Albert, Mr. Jull claimed to be entitled not only to prove in respect of the sum assured, but also to be paid in full this sum of 261 rupees out of the guarantee fund, which still existed in the form in which it had been handed over to the Albert Company.

Lattey for Jull.—This guarantee fund still exists, and it is the property of the Indian Laudable policyholders. It is a trust fund, held by the Albert in trust for them. Mr. Jull's share in it is 261 rupees. It is true that the Albert were entitled to the income of the fund, but they never were entitled to the corpus. To have transferred the fund to the Albert for their benefit would have been such an improvident bargain that it could not be sustained. The premiums paid by some of the Indian Laudable policyholders after the amalgamation were in excess of what the Albert would have charged. It therefore cannot be contended that they are to be on the same footing as Albert policyholders. The intention was that the sum of 261 rupees should be paid out of this fund either on discontinuance of the policy, or at the death of the policyholder, and at the winding-up of the company this policy was necessarily discontinued.

Higgins for the Albert Company. The interest of a policyholder in the guarantee fund seems to have been a reversionary bonus, just as if he held an ordinary profit policy, this sum determining the amount of the bonus. The right of any policyholder before the amalgamation was to have his interest in the guarantee fund, as a kind of surrender value, at any moment he chose to come in, but if he went on, he was liable to lose the whole fund. In this sense it differs from a bonus, because the guarantee fund was not an absolute guarantee fund, but was dependent on the state of the premium fund; for, in the event of the premium fund being insufficient according to the original constitution of the Indian Laudable Society the policyholders were to revert to the guarantee fund, and thus the whole guarantee fund might have been swept away at any moment. There being this liability to loss, can it be contended that the Albert Company entered into an unconditional undertaking to pay the interests of the policyholders in this fund? They certainly never undertook to keep this fund apart, as a trust fund. These interests were only to be paid in case of the policies being discontinued, and there has been no discontinuance.

Lord CAIRNS.—There is no doubt at all that the observation of Mr. Lattey is well founded that it was an improvident bargain, and if it were my duty and power in executing the functions prescribed by the Act of Parliament to set aside all the improvident bargains from first to last that have been made with reference to the Albert Company and the companies absorbed by it, I should have a very wide sphere of duty to enter on, and very possibly might find a great number of contracts as well as this open to the charge of improvidence. But that is not the duty which I have to perform. I have to interpret the contracts unless their validity is impeached in other respects, I have to interpret the contracts before me, and this among the rest.

It appears to me that the contract between the Albert Company and the Indian Laudable, was a contract not *ultra vires*, brought to the knowledge of all the shareholders in the Laudable, and that it must be tested as to all its provisions by the executed agreement of the 29th July, 1865. Under that agreement it seems to me to be perfectly clear that on the one hand the Albert Company was to undertake all the liabilities, all the insurances of the Laudable, and that on the other hand the consideration for the Albert entering into this engagement was that of transfer to the Albert, as purchasers for their own benefit, of the funds which are mentioned in the agreement, namely, the premium fund, and the guarantee fund, the amounts of both of which are mentioned. It appears to be impossible after that to fix upon those funds, or upon the assets which composed those funds, at the time any trust for the policyholders in the Laudable, and the circumstance that those funds or part of those funds continue at this moment in specie does not alter the case. They never have been kept in specie by the Albert in consequence of any recognised obligation to treat them as trust funds for the benefit of the Laudable policyholders. Those parts of the assets which have been kept in specie have been kept so merely for the convenience of the Albert, and the whole of the funds have been treated as funds of the Albert. But then, part of the agreement of the 29th July, 1865, is an undertaking by the Albert to pay to the policyholders in the Laudable, the shares of those policyholders in one of these funds, namely, the guarantee fund, and it appears clear to me that the shareholders in the Laudable were willing, wisely or unwisely, providently or improvidently, to accept what I may term the personal engagement of the Albert Company to pay those shares in the

guarantee fund in place of insisting, as possibly they might have insisted, that the guarantee fund should be kept intact, placed in trust in the hands of trustees for the purpose of securing the payment of those shares.

In pursuance of that agreement, the policy which is now brought before me as an example of others had endorsed on it by the Albert on the occasion of the amalgamation a statement of what the amount of the share of this particular policyholder was in this guarantee fund, a sum of 261 rupees, that endorsement being accompanied by what appears to me to be an engagement by the Albert to pay to Mr. Jull this sum of 261 rupees, being his share in the guarantee fund of the Indian Laudable. The question then arises, when is that payment to be made? It clearly was not to be made immediately on the occasion of the amalgamation. If the policy had run on and the insurance had continued without interruption until the death of the policyholder, probably it would have been paid, and was intended to be paid along with the amount insured on his death. But it appears always to have been the practice in the Laudable, that on a discontinuance of an Insurance there would be a right on the part of the policy holder to take out and carry away his share of the guarantee fund.

It appears to me that the reasonable construction of this contract of amalgamation was this, that the covenant or contract by the Albert was to pay the share of the policyholder in this guarantee fund at the time and in the way in which it would have been payable, if there had not been the amalgamation. Then if the policy of any particular policyholder were discontinued, the share would be payable immediately.

Now for this purpose I cannot but look at the winding-up order as an interruption to the system of insurance upon which the policyholders were entitled to rely. Therefore, it seems to me that assuming now that the sum insured by the policy itself would be come to be valued as at the date of the winding up for the purpose of ascertaining the claim of the policyholder, then over and above his claim to the sum insured he will be entitled to claim as at the date of the winding-up, as for a present payment, the sum added on the back of the policy, as his share of the guarantee fund. He is entitled as regards the amount of the policy to a valuation on the principle that will have to be laid down, and entitled to this extra sum as an immediate debt for which he will stand as a claimant.

Nxipier Higgins.—To prove for it?

LORD CAIRNS.—Yes.

Solicitors. *Lutley; Lewis, Munns & Longden.*

COURT OF BANKRUPTCY.

(Before Mr. Registrar MURRAY, acting as Chief Judge.)

Feb. 28.—*Ex parte Smith re Collett.*

Upon an application to enforce the terms of a composition entered into under the 126th section of the Bankruptcy Act, 1869, the Court will not entertain an objection to the validity of the resolution, for the fact of registration is conclusive in the absence of fraud.

This was an application on behalf of Mr. Sydney Smith, the person appointed to receive the composition payable by virtue of the resolution passed under a petition for liquidation for an order for payment of the instalments of the composition due to the creditors under an extraordinary resolution passed on the 21st November, 1871, and confirmed at the subsequent general meeting of creditors.

The affidavit used in support of the application, stated that the debtor filed his petition for liquidation on the 24th of October, 1871. By the resolution, duly passed at the meeting of creditors held on the 13th day of December, 1871, the applicant was appointed by the creditors to receive and collect the composition agreed to be taken by the statutory majority of the creditors present or represented at the meeting, and which said composition was agreed to be paid by instalments.

The meeting in question was held by adjournment at the offices of Mr. H. Montagu, the debtor's then solicitor, and resolutions were passed for the acceptance of £12 10s. per quarter until the creditors had received ten shillings in the pound, and on the 18th of December the resolutions were registered. The time for payment of the first instalment of the composition had elapsed, and the amount had not been paid.

In opposition to the application, the debtor filed an

affidavit, in which he stated that the second general meeting was adjourned until the 15th of December, for the purpose of enabling him to communicate with his friends; that on that day he attended the office where the meeting was appointed to be held, when he was informed that there was no meeting of creditors held there that day, but that a meeting did take place at that office on the 13th, when the resolution of the creditors passed at the 21st of November was confirmed. He expostulated, and afterwards saw the applicant, and protested against the confirmation of the resolution on the grounds (1) that the 13th of December was not the day of adjournment agreed upon on the 21st of November, and (2) that he was unable to pay the composition.

Mr. T. Lumley, solicitor, in support of the application.—The resolution having been registered, the debtor is bound by it, and he cannot now be heard to say that it is invalid. He could at once have made an application to vacate the registration, but he has not done so, and the certificate of the registrar is conclusive.

Brough, for the debtor in opposition.—The registration is invalid because the debtor was not in attendance at the second meeting, and, according to the 126th section, he is bound to attend both meetings. *Re Sidey*, an appeal from Wandsworth County Court (reported upon another point 24 L. T. N. S. 143, 19 W. R. Ch. Dig. 9) the chief judge held that a resolution of creditors for composition could not be registered in a case where the debtor omitted to file a statement of affairs; *a fortiori* it cannot when the debtor does not attend the second meeting of creditors. The registration was complete before the debtor had any opportunity of contesting it, and by the terms of the 72nd section the Court has a general power to make any order for the purpose of doing complete justice between the parties.

Mr. Registrar MURRAY.—It seems to me that I am bound by the registration of the extraordinary resolution. [His Honour stated the facts.] Nothing has been done by the debtor since the registration; no application has been made to the registrar to set aside the registration; and I cannot accept the argument that because the debtor fails to attend the second meeting, the resolution falls to the ground. I do not say that the debtor in this case absented himself wilfully from the second meeting, but it is clear that he was present at the first meeting when the resolution was passed. In the case of *Ex parte Sidey*, according to Mr. Austin's note, the registrar refused to register by reason of the debtor not having filed his accounts, and the chief judge dismissed the appeal from that order. I am bound to grant the order in this case for payment of the amount of the composition which has become due, but, in order that the debtor may not be prejudiced in reference to any application which he may be advised to make to Mr. Registrar Keene, in regard to the registration of the resolution, I will direct that the order remain in Court for a fortnight.

Solicitor for the debtor, J. C. Hall.

(Before Mr. Registrar BROUGHAM, acting as Chief Judge.)

Feb. 29.—*Re Moody.*

The Court of Bankruptcy has authority to restrain the execution of a warrant of committal issued at the instance of the overseers of the poor for non-payment of parochial rates provable under a liquidation by arrangement.

This was an application on behalf of a debtor who had filed a petition for liquidation, for a perpetual injunction to restrain the execution of a warrant of committal issued by Mr. Benson, magistrate of the Southwark Police Court at the instance of the Overseers of the Poor of the parish of Bermondsey.

On the 28th of July, 1871, a summons was issued against the debtor for non-payment of £7 3s. 2d., being the amount of lighting, general sewer and consolidated rates, and on the 5th August a distress warrant was issued for payment of the amount, with the proviso that if no sufficient distress could be levied the debtor should be imprisoned for six weeks. There was no sufficient distress, and on the 6th of January, 1872, a warrant was granted for the debtor's arrest.

On the 31st November, 1871, the debtor filed a petition for liquidation by arrangement, and the first meeting was held on the 27th December, when the creditors resolved upon an adjournment, for the purpose of making inquiries, until the 9th January, 1872. On that day a trustee was appointed and a resolution duly passed for a liquidation by

arrangement, and on the 26th January registration was effected. Notice had previously been given to the clerk of the vestry of Bermondsey of the resolution of the 9th of January, and on the 16th February, upon the vestry making an application to enforce the warrant, the magistrate intimated that if the vestry thought proper to enforce it they could do so, the warrant having been granted in August, 1871. Then followed an interim injunction, which the debtor now sought to make perpetual.

Mr. Washington, solicitor, in support of the application.—By section 125, sub-section 7, of the Bankruptcy Act, 1869, liquidation is equivalent to bankruptcy, and the property of the debtor is to be distributed in the same manner as in bankruptcy. In *Re Norton*, 18 W. R. 890, it was decided that the title of the trustee in liquidation has relation back to the filing of the petition. By section 32 of the Bankruptcy Act, 1869, parochial and other rates are provided for and are regarded as debts; this is clear from section 49. In *Re Weatherall*, 19 L. J. Magistrates' Cases, 115, it was held that if an application for committal be made to a magistrate against a person, who since the rate was made has become a bankrupt and obtained his certificate, the distress warrant must not be granted, for the certificate is a bar to the demand and in *Re v. Edwards*, 9 B. & C. 652, Tenterden, C.J., says, "It has always been held that attachments for the non-payment of money are in the nature of civil process to enforce the payment of a debt." In *Lee v. Newton*, 14 W. R. 938, where an order was made by the Court of Chancery for payment of money into the bank and the plaintiff disobeyed, and subsequently becoming bankrupt, an attachment was issued before he obtained his discharge, and after his bankruptcy, the Court held that the arrest under the warrant upon the writ of attachment was an arrest for a debt within the meaning of section 113 of the Act of 1849, and that the officer was liable. In *Re E. T. Smith* not reported, Bacon, C.J., has held that rates are a debt.

Thomas, for the vestry, in opposition.—We say that the rates are entitled to priority of payment, and that the warrant ought not to be restrained. In *Ex parte Overseers of St. Anne's, Westminster, Re a Trust Deed*, 17 L. T. 221, the Court of Bankruptcy declined to make an order to stay a warrant for non-payment of taxes. The order made here is in the nature of a punishment for non-payment, and this Court has no jurisdiction to interpose. He also cited *Bancroft v. Mitchell*, 15 W. R. 1132, and commented on the Debtors' Act, 1869 (32 & 33 Vict. c. 62), s. 4.

Mr. Washington, in reply, contended that the 289th rule was conclusive.

Mr. Registrar BROUGHAM.—There can be no question in this case that parochial rates constitute a debt proveable under a petition for liquidation, and the resolution having been duly passed and registered, the creditor is absolutely restrained. It will be observed that by the 32nd section rates are not only described as a debt, but they form a preferential debt, and are to be paid in priority to the debts of other creditors. If the debt be admitted and the trustee refuses to pay the amount, the creditors may apply to the Court that he be ordered to pay the whole, or so much of it as he has funds in hand to pay. The cases cited by the learned counsel in opposition to the application are clearly distinguishable. The first case of the *Overseers of St. Anne's* was a case of a composition, and it was decided that a claim for poor-rate was not barred, and that the parish authorities could proceed for its recovery. But here the resolution is binding and it is not a mere composition, but a liquidation by arrangement, by which the creditors are bound the same as in bankruptcy, and the debtor's estate vests in the trustee. As to the other case cited, I am of opinion that it does not apply; and the Debtors' Act can have no application because the debt is proveable.

Application granted.

Solicitor for the parish authorities, B. G. Wilkinson.

COUNTY COURTS.

BLOOMSBURY.

(Before GEORGE LAKE RUSSELL, Esq., Judge.)

Feb. 22, 29.—*Silverside and Another v. Golding.*

Bankruptcy Act, 1869—Execution—Petition filed and appointment of receiver after seizure and sale—Sale continued after notice thereof.

This was an interpleader summons issued at the instance

of the High Bailiff, and it arose on a contest between some execution creditors and a receiver in bankruptcy with reference to the proceeds of a sale of a debtor's goods. The facts are fully stated in the judgment.

Davis appeared for the claimant, T. W. Tennant, who was the receiver in bankruptcy.

Yearley appeared for the plaintiffs, who were the execution creditors. He cited *Green v. Laurie*, 1 Exch. 335; *Edwards v. Seabrook*, 11 W. R. 33, 3 B. & S. 280; *Ex parte Veness*, 18 W. R. 979, L. R. 10 Eq. 419; *Ex parte Todhunter*, 18 W. R. 890; *Slater v. Pinder*, L. R. 6 Ex. 228, 19 W. R. 778.

Cur. adv. vult.

Feb. 29.—Mr. RUSSELL said.—This is a case of interpleader, and the facts are as follows. The plaintiffs are meat salesmen, and the defendant is a butcher, and therefore a trader within the scope of the bankruptcy laws. On the 2nd of December, 1871, the plaintiffs obtained a judgment against the defendant in the Clerkenwell County Court for their debt and costs, amounting together to £11 19s., and two days afterwards an execution for that amount was issued by them against the goods of the defendant. The levy was made by the High Bailiff of this Court, but he soon afterwards withdrew under circumstances which are not before me. On the 17th of January, 1872, at half-past nine in the morning, the High Bailiff again levied, there being at this time no subsisting proceedings in bankruptcy or under the Act of 1869. But on the same day, though at a later hour in the day, the defendant presented a petition for liquidation by arrangement, and an order was made by the Court of Bankruptcy appointing T. W. Tennant receiver of the debtor's property. Under this order the receiver was to get in "the property" of the debtor, and to take immediate possession of "such property." On the same day, also, upon the joint application of the debtor and receiver, an injunction was granted by the Court of Bankruptcy restraining the plaintiffs from taking any "further proceedings with the action brought by them," on "upon the judgment recovered or execution issued" until after the 24th of January, and also restraining the High Bailiff of this court from "further proceedings"; this injunction follows the language of the 13th section of the Bankruptcy Act of 1869. The debtor moved for a renewal of this injunction on the 24th of January, but the motion was dismissed, and the injunction stayed.

At twelve o'clock (still on the 17th of January), the receiver personally required the High Bailiff to go out of possession; the High Bailiff however remained in possession until the following morning. Up to the time that the High Bailiff received notice he had realised by the sale of meat £2 18s. 11d., after that he took £3 6s. 1d. more, making in all £6 5s.; on his giving up possession he left in the hands of the receiver goods sufficient to have paid the full amount for which the execution was put in. This sum of £6 5s. he has now in hand, and claims are made upon it both by the execution creditor and the receiver; the former claims the whole, the latter claims only £3 6s. 1d., as he admits that he has no title to the proceeds of the meat sold before notice. Both parties are now brought before me by the High Bailiff on an interpleader summons.

I do not find that under the liquidation proceedings any trustee has been appointed, or any resolution passed by the creditors; the claim of the receiver is therefore based on the order appointing him receiver, and on the injunction. Who then is entitled? I may first observe that the injunction is gone by lapse of time; there remains, then, only the order appointing a receiver. Now it has not been alleged that the proceedings of the execution creditor have not been in perfect good faith and regular; his debts and his proceedings have not been, nor are, challenged, and accordingly the £2 18s. 11d. is not claimed by the receiver. It is also to be observed that no question has arisen, or could arise, as to notice of any act of bankruptcy, or of any proceedings in liquidation at the time of the seizure, for there have been no proceedings in bankruptcy, and the proceedings in liquidation were not commenced till after the seizure.

This being so, there can be no question as to the rights of the parties. The execution creditor, when the appointment of a receiver and the injunction were applied for, was a creditor holding security which nothing could impeach, and to which attached the right to sell in order to pay the debt. All that the receiver was entitled to, and all that a trustee, had there been a trustee, would have been entitled to, was the proceeds which would remain after satis-

fying the execution. This is settled so clearly by authority that I will not go into the reasoning of the case, but only refer to the authorities. They are *Slater v. Pinder*, L. R. 6 Ex. 228, 19 W. R. 778, and *Ex parte Rocks, Re Hall*, 19 W. R. 1129, L. R. 6 Ch. App. 675, July, 1871. The facts of *Slater v. Pinder* were these. On the 12th of August, 1870, the defendant (*Pinder*) recovered judgment against the bankrupt, *Allen*, for £49 13s. 7d. On the 19th of August he issued a *f. fa.*, and on the same day the sheriff seized. On the 20th of August a petition for adjudication in bankruptcy was duly presented against *Allen*, the act of bankruptcy being committed on that same day, and on the 22nd of August he was adjudicated a bankrupt, the plaintiff, *Slater*, being afterwards duly appointed the trustee. At twelve o'clock on that day a sale by the sheriff commenced, and proceeded till two o'clock, when, notice of the adjudication being given to the sheriff and the defendant, the sale was stopped. The questions for the Court were, 1st, whether the trustee was entitled to the proceeds of the sale, or only to what might remain after satisfying the execution, and 2ndly, whether supposing those proceeds were not sufficient to satisfy the execution, the defendant was entitled to have the residue levied out of the goods which, at the time when he and the sheriff had notice, remained unsold. The case was first argued before *Martin* and *Bramwell*, B.B., but in consequence of the reasoning contained in the judgment of *Bacon*, V.C., in *Ex parte Veness*, L. R. 10 Eq. 432, 18 W. R. 979, they directed the case to be re-argued before the Full Court. It was so re-argued, and *Martin*, B., then read the judgment he had prepared on the first argument, and held that the trustee was entitled only to the proceeds which remained after satisfying the execution, and that the execution creditor was entitled to have the residue of his debt levied out of the goods unsold at the time of the notice. This was also the judgment of the Full Court. It will be observed that the receiver in the case now before me was appointed to get in "the property of the debtor," and the judgment of *Martin*, B., dealt with that word "property" as follows:—"The 15th section enacts that the property of the bankrupt divisible among the creditors shall comprise all such property as may belong to, or be vested in, the bankrupt at the commencement of the bankruptcy. Now, had this been the only provision, I should have been clearly of opinion, in analogy to the principles long established under the former law, that it only passed to the trustee that which belonged to the bankrupt beneficially, and was subject to all lawful charges and claims of third parties. The word 'property' is ambiguous as regards goods, and property in goods may be in a bankrupt, so as to make him the sufferer in the case of their destruction, although a third person may lawfully hold possession of the goods until a claim upon them be satisfied, as in the case of a pledgee or other bailee with an interest, or an unpaid vendor; or the word 'property' may mean the corpus and substance itself, as a horse or other chattel is said to be the property of its owner. But, it was argued that the 12th section enacted that no creditor shall have any remedy against the property or person of the bankrupt in respect of his debt, except in manner directed by the Act. If it was necessary, I should be prepared to hold that 'property' here means the same thing as 'property' in the 15th section; but the remaining part of the section puts it beyond doubt; it enacts that it shall not affect the power of the creditor holding a security upon the property of the bankrupt, to realise or otherwise deal with such security. Now, the words 'holding a security' are the words used in the 9th section of 21 Jac., and the 184th section of 12 & 13 Vict. c. 106, to describe the interest of the plaintiff in an execution under which a sheriff has seized, and is in possession of goods, and in my opinion the interest of such execution creditor is expressly protected." It would be strange indeed to me were it otherwise. Put the case of an equitable mortgage by a bankrupt by deposit of title-deeds. The deeds remain the property of the bankrupt, but subject to the lien. Could it for a moment be supposed that the receiver would be entitled to demand the delivery up of the title-deeds? Such a thing would be absurd. Of course, if any question were raised as to whether the deposit was made after an act of bankruptcy, an injunction might be granted to restrain the enforcement of the equitable mortgage till that question should be determined.

The facts in *Ex parte Rocks* were these. Messrs. *Rocks & Co.*, bankers, had recovered a judgment in three actions

against *Hall*, a farmer, and on the 21st of November, 1870, execution was issued in each action, the sheriff seizing on the 23rd of November. On the 26th of November, *Hall* (not a trader) presented his petition to the county court for liquidation by arrangement, and on the same day obtained an injunction restraining the sheriff from proceeding to a sale. This injunction was served on the officer in person. The sheriff, however, proceeded to sell, and realised £269, out of which he paid the landlord £185 for rent, retained £28 for his own charges, and afterwards, being threatened with proceedings for contempt, paid the balance, £56, into the county court. On the 24th of December a meeting of *Hall's* creditors was held; a trustee was then appointed, and liquidation by arrangement was agreed to. On the 21st of January, 1871, the county court judge ordered the £56 to be paid to the trustee, and that order was on appeal to the chief judge in bankruptcy affirmed, the appeal being dismissed with costs. The execution creditor then appealed to the Lord Chancellor and Lords Justices, and after argument the judges unanimously reversed the order appealed from, and held that, although the petition for liquidation by arrangement was an act of bankruptcy, and preceded the sale, yet that as it was after seizure, the execution creditor, and not the trustee under the liquidation by arrangement, was entitled to the money in court.

These authorities completely cover the present case. It may be asked how, if the present case is so clear, is this order for the injunction to be accounted for? I am satisfied that the answer will be found to be that the facts were not fully brought before the registrar in bankruptcy who made the order for the Chief Judge. In *Ex parte Anderson*, 18 W. R. 1124, L. R. 5 Ch. 480, *Giffard*, L.J., says—"It must be borne in mind that the jurisdiction to make such orders (namely, for an injunction) is of a very delicate nature, and ought not to be hastily exercised, and that except in cases of necessity such *ex parte* applications ought by no means to be encouraged." As these applications are made behind the back of the parties to be affected, they are, to use an expression of Lord Cranworth, when Lord Chancellor, "cases *uberrime fidei*;" they are cases where the party asking for an injunction is bound to give the fullest information to the judge. I am satisfied that was not done in the present case, for I am clear that if the Registrar in Bankruptcy had been informed that there was no suggestion of any act of bankruptcy, and therefore none of any notice of any such act, that the debtor's petition for liquidation was filed after the seizure, and that no question of the *bona fides* of the debt, nor of the creditor's proceedings was raised, the injunction would not have been granted.

With respect to the goods seized which were given up by the High Bailiff to the receiver, the execution-creditor has a clear right to be paid the balance of his debt out of the proceeds of those goods (*Slater v. Pinder*). But the Bankruptcy Court is the only tribunal which can give that relief (*Ex parte Cohen, Re Sparks*, 20 W. R. 69, L. R. 7 Ch. 20). I do not doubt that the execution-creditor, on applying to the Bankruptcy Court, will obtain that relief, and, as the injunction was granted on the usual undertaking not only by the debtor but the receiver to pay damages, not only out of the goods of the debtor, but also out of his own pocket if necessary, the Court will no doubt order the receiver not only to pay the residue of the execution-creditor's debts, but the costs as well.

I have gone into this case the more fully because the High Bailiffs of the county courts have been placed in great difficulty by the injunctions of the bankruptcy court.

I disallow the claim with costs to be paid by the receiver.

LIVERPOOL.

(Before Serjeant WHEELER, Judge.)

Feb. 29.—*Re Blackburn & Co., Ex parte Bushby & Co.*

Partner pledging partnership property for private debt.

A partner in a firm, being indebted on his private account to a creditor of the firm, purported to pledge certain cotton to the creditor to secure "the margin on the two accounts." The cotton belonged to the firm, but it did not appear that the creditor knew this, or that the firm knew of the hypothecation.

The firm having become bankrupt,

Held, that, under the circumstances, the duty was cast on the creditor of inquiring whether the cotton belonged to the firm or no, and that the hypothecation for the partner's private debt being ultra vires, the creditor could not, as against the trustee

in bankruptcy, retain any of the proceeds of sale of the cotton on account of the private debt.

This was a motion by the trustee under the bankruptcy of Messrs. Blackburn, Schofield & Co., cotton brokers, of Liverpool, for an order that Messrs. Bushby & Co., creditors of Blackburn, one of the partners in the bankrupt firm, should give up a certain sum of money, the balance of the proceeds of sale of certain cotton belonging to the firm, which had been pledged by Blackburn to cover his private debt.

The question was argued a short time ago, and judgment reserved.

Herschell, for the trustee.

R. G. Williams, contra, for Bushby & Co.

Serjeant WHEELER now gave judgment.—The three bankrupts were in partnership in Liverpool as cotton brokers. The business was managed by Blackburn and Richard Schofield, the third partner, Mrs. Schofield, taking no part. Blackburn from time to time purchased cotton for the firm; and Messrs. Bushby & Co. made various advances to the firm through Blackburn upon security of the cotton so bought, taking pledge notes for the same with a power of sale. Blackburn also imported cotton on his own account, and the bills of lading were taken up by Bushby & Co., they paying the drafts drawn against them. The result was that on the 1st July, 1870, the bankrupt firm owed Bushby & Co. in respect of advances £14,039 18s. 9d., against which Bushby & Co. held some cotton. Blackburn also was indebted to Bushby & Co. on account of his own private transactions. The amount of that indebtedness is not material. On Saturday, the 16th July, Blackburn, by letter in his own name, informed Mr. Barnes, acting on behalf of his firm of Bushby & Co., that he wanted an advance of £1,500 on certain cotton, which he specified, belonging to the partnership, and forming no part of the cotton now in question; and Blackburn and Barnes then had an interview on the subject, and on the 18th of the month Barnes advanced to Blackburn on security of the specific cotton £1,200, in lieu of the £1,500 asked for, taking a pledge note for such cotton. The cotton was subsequently sold, and more than realised the advance. The letter of the 16th July, after dealing with the matter of the desired advance of £1,500, proceeds thus—"I am giving you the undermentioned as margin on the two accounts." And he then specifies other and distinct cotton—namely, fifty-six bales of Orleans by the ship *Idaho*, from New York. Of this cotton, however, which was deposited accordingly, and which turns out to be partnership cotton, a pledge note was not given, and the reason assigned for this departure from the accustomed course between the parties is that the deposit was made by way of margin on the two accounts, that of the firm and that of Blackburn separately. These fifty-six bales were sold by Bushby & Co. near the end of July, and realised the net sum of £756 13s. 6d. At that date the sum due from the bankrupt's firm was £517 17s. 6d., and that sum Bushby & Co. are admittedly entitled to retain out of the proceeds; but the balance of £258 16s., which Bushby & Co. seek to apply to the private debt of Blackburn, the trustee claims as part of the estate of the bankrupt firm, on the ground that Blackburn had no authority to pledge partnership goods for his private debt. On behalf of Messrs. Bushby & Co. it was contended by Mr. R. G. Williams that there was a presumption of authority on the part of Blackburn to pledge the cotton on the two accounts, and that to entitle the trustee to the order asked for he must show that the fifty-six bales pledged by Blackburn for the past debt of himself and the firm were accepted by Bushby & Co. with knowledge that they were partnership goods, and that it might very well be that Bushby believed them to be the property of Blackburn solely, though they were not in fact so, and in that view that he was justified in pledging them, being his own goods, for the double purpose of security for his own debt and for the debt of the partnership. I may say in passing that there is no affidavit that the firm of Bushby & Co. believed the fifty-six bales to be the property of Blackburn solely, nor is it imputed to Blackburn that he ever said or suggested that they were; nor is there any evidence of authority by the firm to Blackburn to pledge these bales for his own debt, or any ratification by them of the act; nor does it appear that Blackburn's partners had any notice or knowledge upon the subject.

This case, stripping it of some minor and immaterial points of contention, depends upon the question what the authority of a partner is in dealing with the goods of his partnership. It is not disputed that to the extent of partnership liabilities he may dispose of or pledge them, because such dealing is within the scope of his implied authority as partner. But it is contended that this is the limit of his authority. In the case of *Kendal v. Wood* (L. R. 6 Ex. 243, 19 W. R. 1148) the true rule was held to be that one partner is agent for the other partner to do all acts which are within the ordinary scope of the business carried on, but that where a partner does an act which is beyond the *prima facie* authority with which he is entrusted, then those who deal with him do it at their own peril. Now, although the deposit by Blackburn would have been binding as respects the partnership debt, supposing it to have been made on partnership account, and although it would have been binding, both as respects the partnership debt and the separate debt of Blackburn, supposing the goods to have been Blackburn's own,—yet, as the cotton deposited could not belong both to the firm and Blackburn solely, and as it did, in fact, belong to the firm, and as it was deposited by him as margin on both accounts without any authority by the firm to pledge it for his separate debt, and without knowledge by the firm of its being intended to be or of its having been so deposited, such deposit was, in my judgment, out of the ordinary course of business and beyond the scope of the implied powers of a partner, and therefore the duty of inquiry was thereby cast upon Bushby & Co., whether the goods did or did not belong to the partnership, and whether, if they did belong to the firm, Blackburn had the authority of his partners to pledge them for his private debt. In the absence of such inquiry, it appears to me that Bushby & Co. must be held to have taken upon themselves the risk whether the act of deposit so as to bind both estates was an authorised act. And upon the evidence it is clear to my mind that it was not authorised, and therefore the sum of £258 16s. cannot be retained by Bushby & Co. in satisfaction of the private debt of Blackburn. Consequently I shall make an order as prayed.

Costs allowed.

Solicitors for the trustee, *Tyrer, Smith & Kenion*.

Solicitors for Bushby & Co., *Jevons & Ryley*.

APPOINTMENTS.

Mr. THOMAS FREER, solicitor, of Brigg, Lincolnshire, has been appointed by Sir Robert Sheffield, Bart., High Sheriff of that county, to be his Under-sheriff during his year of office, succeeding Mr. Henry Peake, solicitor, of Sleaford, who was under-sheriff last year. Mr. A. B. Burton, of Lincoln, will continue to act as under-sheriff.

Mr. SAMUEL LEECH, of Derby, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds by married women in and for the county of Derby.

Mr. WILLIAM REES-MOGG, of Cholwell, near Temple Cloud, Somerset, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds by married women in and for the county of Somerset.

GENERAL CORRESPONDENCE.

THE LEGAL EDUCATION ASSOCIATION.

Sir,—At the foot of this letter I have furnished a statement showing the number of solicitors practising in the several counties (except Lancashire, Cheshire, Staffordshire and Warwickshire) of England, and in North and South Wales, who signed the petitions to the House of Commons in support of the resolutions moved by Sir Roundell Palmer, on the 1st instant, in favour of the establishment of a central School of Law.

It is believed that not less than 1,000 solicitors practising in the four counties above-mentioned signed similar petitions, but the means are not at hand to enable me to furnish the exact number of the signatures obtained in those counties.

The number of solicitors in England and Wales is about 10,000, of whom nearly 6,000 signed the petitions.

The result was, so far as solicitors in the country are concerned, obtained by means of circulars, than which no more unsatisfactory mode of canvassing exists, as it does not afford

those interested in promoting a movement any opportunity of removing objections which occur naturally to the minds of those averse to change, when any new scheme is submitted to them.

A circular, accompanied by a pamphlet containing the speeches delivered at the annual meeting of the association in the Middle Temple Hall, in November last, was sent to a leading solicitor in every town, who was asked, in the event of the objects of the association meeting with his approval, to sign the petition in support of Sir Roundell Palmer's resolutions, and to obtain to it the signatures of his neighbours.

In those cases in which, from any cause, the solicitor applied to was unable or unwilling to render assistance, the district remained uncanvassed.

Notwithstanding these difficulties three-fifths of the entire body of solicitors expressed in writing their approval of the scheme, it is therefore not an extravagant assertion to say that had a more satisfactory mode of obtaining signatures been possible, an expression of opinion amounting practically to unanimity would have resulted from it. Bearing these facts in mind, it is disappointing to find how little allusion was made in the course of the debate in the House of Commons on Friday last to the views of solicitors on the subject, and so far as reference was made to their views by members of their branch of the profession who took part in the debate, the House was naturally led to infer that solicitors were either averse to, or indifferent to, the proposals of the Legal Education Association.

It now rests with solicitors to impress by every means in their power, upon Parliament, and the public, how great an interest they take in the establishment of a School of Law which shall fulfil the following conditions:—

(1.) That it shall be under the control of a governing body in which they shall have their fair share of representation.

(2.) That the school shall be open to all who care to resort to it, without distinction or qualification.

(3.) That examinations, to be conducted under the superintendence of the governing body of the school, shall be substituted for those which now exist.

(4.) That the students who present themselves for examination shall not be required to declare which branch of the profession it is their intention to join.

The objection which has been urged, that solicitors are desirous of bringing about a fusion of the two branches of the profession, is without foundation; it is difficult to comprehend what is meant by the term "fusion" as applied to the question, but if the use of it is intended to convey an impression that solicitors wish to introduce into this country the system adopted in America, I can safely assert, from the knowledge I possess of their views, that in the opinion of the majority the adoption of such a system would be impracticable.

It is equally erroneous to suppose (as judging from their speeches on Friday last, some members of Parliament appear to do) that it is proposed to dispense with the practical training which students obtain in the chambers of a barrister or solicitor, and from which such great advantages result.

If all those interested in the proposals of the association will avail themselves of every opportunity which may present itself, of impressing upon individual members of Parliament, and upon the public, the opinion of the majority of the legal profession, it will be impossible for the opponents of the scheme to carry any counter measure which shall have the effect of excluding solicitors from those advantages in the way of legal education to which they are fairly entitled, and it will be equally impossible for any government to treat the subject with indifference.

Notwithstanding the length of this letter, I trust that, having regard to the importance of the subject, you will not object to insert it.

JOHN V. LONGBOURNE,
One of the Honorary Secretaries of the
Legal Education Association.

Legal Education Association, 51, Carey-street,
Lincoln's-inn, London, W.C., March 7.

Northumberland and Berwick-on-Tweed, 77; Cumberland, 72; Westmoreland, 17; Durham, 94; Yorkshire, 510; Lincolnshire, 126; Nottinghamshire, 84; Derbyshire, 53; Shropshire, 92; Leicestershire and Rutland, 67; Worcestershire, 81; Herefordshire and Monmouthshire, 66; Gloucestershire, 199; Oxfordshire, 50; Northamptonshire, 51;

Buckinghamshire, 37; Bedfordshire, 30; Huntingdonshire, 9; Cambridgeshire, 44; Norfolk, 88; Suffolk, 98; Essex, 75; Hertfordshire, 36; Middlesex, 1,423; Kent, 140; Surrey, 66; Sussex, 96; Berkshire, 52; Hampshire, 117; Wiltshire, 83; Somersetshire, 143; Dorsetshire, 55; Devonshire, 181; Cornwall, 70; North Wales, 96; South Wales, 170. Total, 4,748.

Sir,—The House of Commons has refused by a small majority to accept Sir Roundell Palmer's motion. An examination of the speeches made in opposition to it, points to the conclusion that the rejection is due to two causes: 1. The vagueness almost necessarily incidental to such abstract resolutions. 2. The apparent neglect to take advantage of existing institutions devoted to the same object. The result of the debate is, however, of great significance; nearly all the eminent speakers on the opposition side expressed views in favour of the main principles laid down in the motion, viz., the urgent necessity for a more scientific and systematic education for both branches of the profession, and the advisability that such education should be in common. The Attorney-General's remarks going, indeed, further, and pointing to the desirability of an entire revision in the existing relations between barristers and attorneys. Taking a hint from the general result of the discussion, it would seem important to endeavour to find a way of accomplishing the objects of the Association by building upon the ancient lines of our legal Constitution a little more than has been proposed.

The Inns of Court are the common inheritance of all students and practitioners of the law, and it has only been by a gradual process of elimination that the attorneys have been finally ousted from all share in the advantages of those great Institutions.

The Inns of Chancery, which were also the common property of the entire profession, but which in latter times became the sole habitat of the attorneys, have some of them disappeared from existence, and the remainder, judging from the evidence taken before the Inns of Court Commissioners in 1854, are utterly destitute of funds, nothing therefore can be done with them; they have, however, been succeeded by an Institution, viz., the Incorporated Law Society, which will shortly under an improved organisation thoroughly represent the interests of the entire body of attorneys scattered throughout England.

The Chancellor of the Exchequer, whose silence in the House on Friday last is much to be regretted, when examined before the Inns of Court Commission, styled the Inns "a university in a state of decay." Let this idea be worked out. Let the Incorporated Law Society be constituted, with the four Inns, colleges of one great university, with a thoroughly representative Senate elected equally from the four Inns and from the Incorporated Law Society; the practising attorneys, being 10,000 strong, should have equal representation with the bar, whose practising members do not probably exceed 1,500; the Senate so elected to have full powers of regulating the education and admission of the members of the profession, such education to be common to all students, with, it may be, provision for practical instruction in the Hall in Chancery-lane for the special but not exclusive benefit of attorney students. Let all students and practitioners, under fair regulations, have the right of becoming members of any of the five colleges or Inns, and let there be no restrictions in passing from one branch of the profession to the other.

In such a practical scheme the association would carry the House and the country with it, there would be no reproach of vagueness or novelty, it would be a return to ancient historic rights and ways, and would do away with the heart-burnings which now, from jealous apprehensions on the one hand and a sense of grievous injustice on the other, divide the profession, and it may fairly be expected to accomplish the great objects which Sir Roundell Palmer and his supporters have at heart.

C. T. S.

Mr. Edward Pilbeam, High Bailiff of the Winchester County Court, died on the 23rd of February, at the age of 55 years. By his death the duties of High Bailiff will devolve on Mr. E. D. Godwin, registrar of the Winchester County Court, as he was appointed since the passing of 29 Vict., which directed that registrars should perform the duties of High Bailiff on the occurrence of vacancies.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

March 5. *Supreme Court of Final Appeal.*—Lord Westbury asked whether the Lord Chancellor meant to bring in a bill before Easter to establish such a court. He dwelt at considerable length on the urgent need for the measure.—The Lord Chancellor, after explaining the obstacles in the way of earlier remedy, and the present state of the appeal business, said he hoped that both the Appellate Jurisdiction Bill and the High Court of Justice Bill would be introduced in time to pass their first reading before Easter.

March 6. *Infant Life Protection.* Mr. Charley's Bill was read the second time, Mr. Winterbotham observing that though the Government did not oppose it, he had not much faith in its efficiency.

The *Charitable Trusts Incorporation Bill* was read a second time, on the motion of Mr. Hinde Palmer.

HOUSE OF COMMONS.

March 1.—*Legal Education.*—On the motion for going into Committee of Supply, Sir Roundell Palmer rose to move resolutions relative to the establishment of a School of Law in London. He said,—I have now to move the adoption of resolutions of which I have given notice, and I think it will be the most convenient course to avoid misconception of the object and meaning of those resolutions if I shortly state in the first instance to the House what are the objects which I aim at, and the principles which I have endeavoured to express in the wording of these resolutions. I desire the House to give its sanction to the establishment of a General School of Law, capable of competing, as I hope, with the best law schools of other countries, in which public instruction may be given in all useful branches of jurisprudence, on the best practical system. I wish that this should be done under public authority, under a Royal Charter or an Act of Parliament. I wish that school to be established, and to be made accessible to everybody, not merely to students of the various branches of the legal profession, but to all Her Majesty's subjects on payment only of reasonable fees. I wish that this institution should be so constituted as not to throw any such preponderance of power into the hands of any particular class as may prevent the confidence of all concerned. I wish that when this school is established examinations should be conducted under the governing authorities of the school for the purpose, among other things, of ascertaining the qualifications of all persons who propose to practise any branch of the legal profession. But I do not propose that these examinations should be confined to persons who have received instruction in the General School of Law. I do not propose to ask for any monopoly of instruction whatever, and with respect to the examiners, I desire—and I have aimed at that in the terms of these resolutions—that they should be impartial, so that they should obtain the confidence of all persons concerned in the instruction of youth. It is the right of any one who may dissent from my views to call on me to show cause for these resolutions. I wish, in the first instance, to say something as to the general grounds on which the establishment of a School of Law appears to me to be desirable. I have said I wish to see a school established which may take rank with the best law schools of other countries. We have no such law schools at the present moment in England. Practically, it may be said, without much exaggeration, that we have no great law school in England at all. And I cannot but think that whether we look at the importance of the law, whether we look at the eminence which many persons among us have attained in the law, whether we look at the general interests of society in correcting the defects of the law, and diffusing as far as may be a sound knowledge of the law, it is almost enough for my purpose merely to state the fact that we have in England at this moment no such thing as a great school of law. If the thing were not good in itself of course the mere fact that other countries have it would not prove the desirableness of what I desire to establish. But the practice of other countries, their experience on this matter, long established and long tried, shows that it is a wise and good thing in itself. I am not going to trouble the House with long details of the system carried on in countries where law schools are established, but I will take as an example what is done in Her Majesty's own dominion—in Scotland. In Scotland there is a well-organised system of legal instruction which all persons intending to

practise in any branch of the legal profession there are required to go through. At one or other of the Universities those persons are tested by a very thorough and searching examination. In France there are six faculties of the law—one established in the metropolis and the other five in the chief provincial centres, at which all persons intending to practise in any branch of the legal profession are required to go through a fixed and stated course of a very severe and searching character, and afterwards they are submitted to public examinations. That system, I believe, has its imperfections. I am told on very high authority it is too much under the control of Government, too much in the nature of a Government monopoly, and on that account it has a tendency in the very same kind of narrowness which I desire to see avoided in the school which I now propose to establish in this country. But, with all its drawbacks, that system is capable of being improved by being released from the restrictions and drags by which it is hampered, and it has been productive in France of very great men and of a very advanced scientific knowledge of the law. In fact, in spite of all the misfortunes into which that country has fallen, it may point with pride to its achievements in the codification and simplification of the law. All the other great European countries under different modifications have long adopted some system, and in all of them it has been productive of very eminent and excellent fruits. I will merely say that it seems to me a just observation that having the benefit of the experience of so many other countries which have established schools of this kind on a very large and generous scale, and examinations of the same nature as those which I contemplate, with good results, the same good results will probably be attained here, where we have the advantage of being subject to none of the defects which exist in any of those systems, and of being able to avoid them. Now, what is our system in this country? I shall presently remind the House of some of the judgments passed upon that system by very high authorities, but I will say that it is in truth a hand-to-mouth system. Everybody is left to pick up his own instruction in law as well as he can, entirely with a view to practice, and by doing it in that manner, with the assistance of those who are themselves engaged in practice, it is impossible that any foundation of a scientific knowledge of the law can be laid, however desirable it may be, and, as a matter of fact, it is not. I hope I have never given any just grounds to anyone to suppose that I think lightly of the many excellencies of the laws under which we live, or of the great eminence which many have attained in the profession to which I belong, and in the administration of the law. But it is not the part of a real friend, either of men or of institutions, to shut your eyes to their defects and to represent everything in the most favourable light beyond the truth. There is no doubt that the body of our law contains many most excellent things, yet is on the whole a very unmethodical and undigested mass. There is no doubt that the science of the law has not been making progress with us in the lapse of time, and if we look for our great legal luminaries we have to go a considerable way back rather than to search for them very near at home. That is the inevitable result of the system of learning by practice, and practice only, under which we live. Would it not be better that our students should be encouraged and assisted, at least as much as any public institution can encourage and assist them, to lay the foundation of their legal knowledge of principles and of the study of the law, upon a large, wide, liberal, and scientific basis? I don't think there can be any difference of opinion on that point. There may be differences of opinion as to the best mode of doing it. For instance, I find that when Lord Cairns gave his evidence before the Commission of 1854, while recognising most fully the great advantage there would be in extending as widely as possible the range of reading in jurisprudence for all who proposed to follow the legal profession, he thought it possible that that might be done in our Universities by assistance to be given by the Inns of Court in the foundation of Lectureships and Law Scholarships. I should be very glad to see everything done that could be done in that way, and I recognise the advantages which have been conferred by these means. But it is impossible that places which are not naturally schools of law should do the work of those great schools which I desire to see established. It is not possible, it cannot and will not be done. What did Sir H. Maine say? He said he thought it of the greatest importance, of growing importance, looking to the course which our legis-

lation every day was taking, and to the changes which it had a tendency to undergo, that those who practised the law should be well grounded in the principles of jurisprudence, and he observed that nothing in the world was more difficult than to get those who were studying with a view to practise as early as possible, to devote themselves to a scientific study of those principles. I might multiply testimonies on this subject. Lord Westbury and others have expressed in the most forcible terms their sense of the great deficiency of our system in point of science and method. But I abstain from going through them, because you have the authority of the two former inquiries which have been held on this question. I do not wish to repeat anything I have said on a former occasion, but I trust I shall stand excused for calling attention again to the report upon this branch of the subject of the Committee of this House in 1846. They found:—

"That the present state of legal education in England and Ireland, in reference to the classes, professional and non-professional, concerned, to the extent and nature of the studies pursued, the time employed, and the facility with which instruction may be obtained, is extremely unsatisfactory and incomplete, and exhibits a striking contrast and inferiority to such education, provided, as it is, with ample means and a judicious system for their application, at present in operation in all the more civilised States in Europe and America."

They add—

"That it may be asserted as a general fact, to which there are very few exceptions, that the student, professional and non-professional, is left almost solely to his own individual exertions, industry, and opportunities, and that no legal education worthy of the name is at this moment (1846) to be had in either England or Ireland."

That was the report of the Committee of 1846. Now, what did the Royal Commission which sat in 1854, and reported in 1855, say?—

"The present system of practical study in a barrister's chambers must be admitted to be very efficient in fitting the student for the active duties of his profession; it affords, however, no facilities for the study of the scientific branches of legal knowledge,—including, under that term, constitutional law and legal history, and civil law and jurisprudence. True knowledge of these subjects must be useful to the barrister, not only as an advocate, but as a judge; and especially if he should be appointed to any judicial office in India or in the Colonies. And although during the ordinary period of preparation for the bar it would probably be found impracticable to obtain an entire acquaintance with them without sacrificing objects more immediately pressing, yet there would be time enough to lay the foundation of this knowledge, which might be completed after the student should have been called to the bar, and before his time become wholly absorbed by practice. By mastering principles the student becomes more interested in and obtains a steadier grasp of practical details. The most convenient method of acquiring knowledge of these subjects is by lectures, followed by examinations applicable both to the lectures and to the subjects generally."

That report was signed by the present Lord Chancellor, Sir J. Taylor Coleridge, Lord Westbury, Sir J. G. Shaw-Lefevre, and other eminent men. And now a few words upon the usefulness of the teaching which might be given upon the system of such school as I propose. There are many persons who depreciate and some who over-estimate the value of teaching by lectures. It is a kind of teaching much better adapted to some subjects than to others, and to students of an advanced age rather than to those who are young. But, as to this particular kind of teaching, it is eminently fitted to create an interest in and to give guidance to the student of the principles of jurisprudence. I can hardly imagine any subject in which that kind of general teaching is more wanted to correct the narrowing effects of the system of merely practical study, and we find accordingly that the best books on the general principles of law which are referred to constantly in all countries have been the product of this system of teaching principles by lectures in large schools or Universities. Some of the very best works on the law of Scotland are the product of such a system, as well as the Commentaries of Chancellor Kent and the treatises of Story and of Savigny. In this country, if we want to get general views, we go to Blackstone, whose book was written in the form of lectures to the University of Oxford, or to Austin, whose lectures were

delivered to the University of London. These examples show what is likely to be the nature of first-rate instruction, and its value in guiding the minds of young men towards the principles of law, in enabling them to group their ideas round those principles, and at the same time exciting their interest in larger and more liberal views of the law than they are likely to gain from instruction confined merely to the practice of the law. Here I may mention the testimony of one who was lost too early to his profession—the late Mr. W. D. Lewis, who was himself a lecturer in Gray's Inn, and who stated in his evidence in 1854 that he entered upon his duties with some prepossession against the value of lectures as a means of instruction in the law, but that his experience entirely removed this prepossession, and he came to the conclusion that this kind of instruction might be made most useful and advantageous to the students. Mr. Lewis added, as a result of his own experience as a practitioner of the law, how great an advantage it would have been if, when he was a student, he had had opportunities of hearing the law expounded and taught as a science. Before parting from the general subject, let me glance at one other consideration. It is not only for those who mean to practise the law that I advocate the establishment of such a school as this; it is for the general benefit of the country, and with a view to extend the benefits of such a school far beyond the range of mere practitioners. There can be no question that anything which gives an interest to the study upon a right method of the principles of law, both among law students and among the community generally, has a most powerful tendency to assist in all sound legal reforms. The moment you are able to grasp the whole subject, to see the bearings of legal details upon legal principles, then you can much better understand the real tendencies of crude or objectionable projects for the change of the law, and where the real want of such changes as are beneficial lies. I cannot but take advantage of an observation made upon a recent public occasion by a very learned judge—Vice-Chancellor Wickens, one of the most accomplished men we have upon the Bench or had at the Bar, a man of very general attainments as well as accurate knowledge of his profession. The learned judge stated that he was glad to take the opportunity of saying again what he had said before—how profoundly he was convinced that the simplification of the law depended upon its scientific teaching, and that scientific teaching depended substantially and practically at this moment on what could be done in the direction of this movement. I leave these general views of the subject, and now pass to particulars. Here I come to the next principle upon which I desire to insist, and I hope the House will concur with me in considering it to be of cardinal importance. I mean that this system should be comprehensive; that there should be nothing exclusive, nothing narrow in it, nothing bringing forward with unnecessary and premature jealousy the distinction which in after life and practice may exist between those who may addict themselves to different branches of the legal profession. In the stage of studentship, the great object is to give the benefit of the best system of instruction which you can confer and which they will accept to everybody who will take it, and it is as desirable for those who will hereafter be attorneys and solicitors as for those who will hereafter be barristers, that they should have the best opportunities of acquiring the utmost amount of the best possible knowledge. It is no part of the system I propose that everybody should be obliged to attend the same lectures, go through the same compulsory course, and submit to the same examination. The idea is to have a great school, where the best possible instruction upon subjects on which instruction is best worth having should be given—a school for all students of the law, no matter what branch of the profession they propose to follow; a school also for all who desire to qualify themselves for public employment, for the work of legislation in Parliament, for the magistracy; a school, in short, for anybody who may be willing and able to profit by it. I am glad upon this subject to be able to refer to an authority of whom, if he were absent, I might venture to speak in terms from which I abstain in his presence; but I think it will carry weight to the House to be told that in the year 1854, in giving evidence before the Commission, my right hon. friend the Chancellor of the Exchequer expressed the opinions which I will now read:—

"It must be remembered that the teaching of an advocate, or even of an English judge, is only a small part of legal edu-

cation. We are every Session creating places which can only be filled by barristers, and the colonies suffer much by the incapacity of gentlemen sent out to fill high posts."

I think my right hon. friend was then framing some regulations as to the Civil Service in India; and he said:—

"It would be the greatest possible advantage to us, who are now framing rules for the examination of civil servants in India, if there were any body constituted to which we could delegate the task of examining them. It is our opinion that every civil servant of the East India Company should go out with some knowledge of the principles of law, but we are at a great loss for the means of examining them."

I may venture to say that from many quarters I have received communications from gentlemen belonging to the public service in India, speaking of the great and increasing importance of providing the means of thorough instruction, not in the technicalities of English law, or in that sort of law which people study here and practise in the English Courts, but in the law as a system and a science. These gentlemen say that such opportunities of study would be of the greatest possible value and importance with a view to the administration of the various systems of law with which they have to deal in India, and with a view also to the qualification of natives who assist in the administration of justice in the Indian Courts. But I have not done with the opinions of my right hon. friend. In answer to another question he said—and his answer thoroughly expresses my own sentiments:—

"I think legal education is a much larger question than the education of the Bar, or even of the Bench. I think it is exceedingly desirable that every English gentleman who is independent, and whose time is at his own disposal, should be educated in law to a much greater extent than is now the case."

Well, my desire is that the school which I wish to found should be founded upon these broad principles; that nothing about it should be narrow or merely professional; that it should be qualified to instruct the members of the legal profession in everything which is important for them to learn in scientific and general principles, while it should not be inconsistent with their study of the details of practice, and that it should give such an education as is worth the while of everybody to receive who desires to understand the laws of his country and the principles of law in general. Now, I want to know how this object should be attained, and this brings me to the next important principle which I attempt to embody in the resolutions. I say it should be done with public authority. We have been going on a great deal too long upon the system of allowing this matter to take care of itself, leaving it in the hands of irresponsible bodies, who acknowledge no public trust, who are under no public constitution, who are not incorporated, and who, even if much better organised than they are, have not shown themselves in past times capable of doing the public work in this respect. It is a work which should be done by public authority. We want now to organise something which shall not depend upon the greater or lesser degree of activity, the greater or less prevalence of sound views at one time or another, among bodies which recognise no public responsibility at all. Is or is not what I propose in conformity with the opinions of those who have most considered the subject and spoken with the greatest authority upon this point—I mean as to the necessity of organising the school in a public manner by Act of Parliament or by charter, and under public authority? There can be no doubt it is, and I think I can quote authorities of considerable weight to show that upon all the principles for which I contend they have taken substantially the same view. First of all, I wish to notice that we are in this anomalous situation—that centuries ago we were much nearer the points I am aiming at than we are at this moment. Speaking of the reign of Henry VI., Chief Justice Fortescue in his celebrated work gives an account of the ten Inns of Chancery and four Inns of Court, representing them to be something very much in the nature of a University, and stating that there were in these institutions 3,000 students of one kind or another, intending to go to various branches of the law. No wonder the Chancellor of the Exchequer should say in his evidence before the Commission:—

"My own impression is that the Inns of Court are, as at present constituted, a University in a state of decay. They are in the same position, as I understand it, as the University of Oxford was at the end of the last century, when the

University had virtually delegated the power of conferring a degree to the colleges; the consequence of which was that the colleges, whether from competition among themselves, or having no sufficient motive, had brought the thing down to the very lowest point. Then, in the beginning of this century, the University was, as it were, reconstituted, and the examinations re-assumed by her, and from that moment the standard of education has risen. Applying that to the Inns of Court, what is needed is some central authority to confer the degree of barrister—something answering to the Senate of the University of London, or to the governing body in Oxford or Cambridge."

If I substitute for the degree of barrister the certificate necessary to qualify for the Bar, it appears to me that my right hon. friend has recommended substantially that which I am advocating, certainly so far as relates to a central authority superior to the Inns of Court, and with which they should be connected, so far as with public advantage they may. The same views are recommended by the Committee of 1846 and the Commission of 1854. Neither of those bodies extended its views practically beyond the consideration of connecting the Inns of Court and the preparation for the Bar, but were of opinion that the Inns of Court should be incorporated by public authority into a species of legal University, and that they should not be left as at present owning no responsibility, but that they should be so reconstituted that they should be charged with work such as that which I desire should devolve on the Law School which I seek to have established. I have given, I think, good reasons for the view which I take on this point of the subject, but I should, at the same time, be glad to see the due weight and influence of the Inns of Court brought to bear, whether under their present organisation or otherwise, on the school which I propose. A similar view was taken by Lord Cairns, who, in 1862, induced the Benchers of Lincoln's Inn to adopt a resolution to the effect that, in their opinion, the constitution of a legal University to which the various Inns of Court might be affiliated would be desirable. It seems to me that every one who approaches the subject from an impartial point of view will be disposed to regard that as a desirable thing. Let me add one more recent testimony, which I think is a striking one, because it not only comes from a very eminent judge, but from one who in the evidence which he gave before the Commission of 1854 rather professed himself not to have very strong views on the subject of legal education. I am referring to Sir F. Kelly, who, in presiding at a meeting of the Solicitors' Association, expressed the following opinion, which I cannot but regard as strongly confirmatory of that which I have been stating to the House. He expressed himself as anticipating the time when a general system of legal education would be established something like that of the great Universities of this country, to which all the members of the profession might belong, and by which the rights of each individual might be determined. In proposing my less ambitious plan, I avail myself of the opinions expressed by so eminent a judge, and I contend that there should be nothing derogatory to the honour and dignity of the Bar, or likely to interfere with its duties or interests, in uniting, for the purposes of education, with all the other branches of the legal professions, or with those who take an interest in the study and practice of the law. I wish now to say a single word with respect to the apprehension which appeared on a former occasion to be entertained—that in making the proposal which I am advocating we wish to create a body with a monopoly of legal education. Nothing can be more entirely opposed to my purpose and intention, or to the purposes or intentions of those who agree with me on this question. Nothing can be more certain than that you may establish a school which by its own excellence and the value of the instruction which it gives may be well calculated to attract to it students of every kind, without saying that nobody shall be admitted to the legal profession who has not passed through that school. I propose nothing of the sort. Not only do I not propose it, but I have no faith in monopolies of any description. I do not believe that a school with the exclusive privilege of teaching would be found to be half so good as one which would have to depend for its success on its own merits. I am, therefore, against any monopoly, and I am against saying it should be a necessary condition for the passing of an examination, or for admission to the profession, that a student should have gone through this particular school.

I perceive with the greatest satisfaction that the law school of University College in London as well as those of Oxford and Cambridge have been considerably improved. I heard also with the utmost satisfaction of the establishment, with every prospect of success, of law schools in Liverpool and Manchester. I hope similar schools will be established elsewhere throughout the country. I expect great good from such a movement, and I should desire to see them co-operating with the central body which I propose. I believe that if we had a good central school, we should have minor schools springing up in all directions: but without the greater institution you will have considerable difficulty in infusing life into those smaller schools, in making them as energetic as they ought to be. It has been objected that it would be undesirable to give the teachers of the central school an exclusive power of examining, but that, I may observe, is no part of my object. It would of course rest with the Government to determine the particular constitution of the school, and I imagine they would take the fittest men to represent the different branches of the legal profession, and having chosen them, by election or otherwise, to make the governing body absolutely impartial. The examiners should be chosen, in my opinion as far as possible, not from the teaching body; and now let me inquire for a moment what are the competing schemes. There is that of the two Inns of Courts, with whom, or with us, the other Inns are willing to co-operate, should the Government of the country authorise the establishment of a School of Law. I have no doubt the Inns of Court which at present oppose themselves to our plans would, from my knowledge of the high character of the men who compose their governing bodies and their public spirit, if the Government at once determined to establish by public authority such a school, desire to take their proper places in it and exercise in it their proper influence. It is one thing to advocate your own views and to leave matters alone, to prefer what is inevitable to human nature, to keep the power which you happen to possess in your own hands, and entirely another thing in the case of high-minded men such as those of whom I am speaking to set themselves against a measure intended for the public good, if Parliament should think proper to adopt such a measure. I am convinced the Benchers of the Inns of Court would do nothing of that sort. In asking for the establishment of a central School of Law, I do not, I may add, in any way desire to stickle for my own views as to matters of detail. I stand on great principles, and I say that the irresponsible bodies by which the Inns of Court are governed, have not in past times done that amount of good which they ought to have done. I make no complaint against any particular generation. There was probably something in the nature of their constitution which prevented them from making that advance which some may think we had a right to expect at their hands. I honour them for what they have accomplished, but I cannot therefore admit that they are entitled to intercept a larger scheme for the public benefit, or to continue on the irresponsible footing on which they have hitherto stood in the exercise of a power which I contend should be conferred by public authority, and exercised under public responsibility. Although they have come to the conclusion to make the passing of a test examination necessary for the Bar, and to make considerable additions to the sums expended on legal education, they have not, after all, gone out of a narrow groove. They still desire to maintain the rule that education for the Bar should be kept as separate as possible from all other legal education, and that the education in each particular, should be carried on in that Inn itself. That course of proceeding would keep everything on such a footing that I venture to say the professional character, and the narrow professional character, would be most certain to attach to a system so carried on. If the House does not think that I am right in my proposal, it will, of course, not be acceded to; but if the House should deem it for the good of the country to have one general School of Law accessible to all, then those temporary measures into which some of the Inns of Court have been stimulated ought not to be admitted as reasons for refusing to adopt this larger measure. It may be said that this measure, being more comprehensive than that recommended by the Committee of 1846 and the Commission of 1854, is at variance with the principles of the recommendations of those bodies; but that is not the case, and the very men who signed those recommendations, or at any rate, the great majority of them, approve what we are doing, and prefer the larger system. In the last Ses-

sion, as well as in the present Session, I have presented petitions numerously signed by gentlemen at the Bar, who would be admitted by any one who looked at the list of names to be the best representatives of the intelligence and experience of the Bar. I also have in favour of the scheme the principal teachers of law at the Universities. I have received in the course of the Session many petitions from the incorporated law societies, from attorneys, solicitors, articled clerks, law students, and the Incorporated Law Society of the United Kingdom, signed by not many short of 6,000 names. These are not like petitions got up among persons who do not understand the matter about which they petition. The petitioners are all intelligent men, and they are all of opinion that the establishment of a school of law on the conditions I have described would tend to elevate the dignity of the profession of the Bar without causing any confusion of one branch of the profession of the law with another. I may appeal to the experience of Scotland on this point. In that country, those who intend to be what we call attorneys and solicitors have always mixed in the course of education with the advocates or barristers, and received the same instruction without any disadvantage. In a lecture delivered by the late Lord Advocate at Edinburgh University, that learned lord bore emphatic testimony to the fact that many advantages and no disadvantages arose from the mixing together of the different students. He said it had been found in practice that many young advocates got business by means of the knowledge of their ability and capacity obtained by the pupils studying other branches of the law in the same University. We at the Bar of England do not experience that advantage, and many an able and learned man may remain long unemployed before his abilities are known. If, however, a Law University should be established, where the abilities of the different men would become manifest, it is very possible that students studying one branch of law would be led by the mere reputation attaching to individuals to choose for employment, on account of their ability, those who studied in another branch of law in the same University. This has happened in Scotland without anything of the vice of canvassing, and without any unworthy methods. Before I leave this part of the subject, I desire to notice a misapprehension as to what would be the effect of this common instruction offered to all alike. It does not involve the consequence that when you come to examine the different branches of the profession you would require the same examination to be applied to all. Of course, I should say, by all means let those who so desire go through all the examinations; but those who examined for calls to the Bar should determine what subjects of examination must be passed through by persons desiring to become barristers; and in like manner the body which examined persons to be admitted as solicitors and attorneys would determine what subjects of examination that class of persons must pass through. You would require from each branch of students such knowledge as would be suitable for their particular career, but you would leave every part of instruction open to all who chose to benefit by it. Perhaps the House would consider my statement to be incomplete if I did not say something with respect to the ways and means, and how this proposed institution is to be supported. Those who have the best means of knowing are satisfied from experience that the system might be self-supporting by means of reasonable fees for attendance at lectures and holding examinations, if there were no other fund available for the purpose. I have no idea that the Government should pay for the institution, or take it into their own hands, as is done in France, with evil consequences in some respects. I wish that, like our institutions of primary instruction, the institution should be self-governing and self-supporting. But, if the institution is to be supported by the public alone, I have no hesitation in saying that the funds of those kindred bodies which would be affiliated with the new institution—I allude to the Inns of Court—should be available for promoting an object for which those bodies exist. If, however, contrary to my belief and expectation the heads of the Inns of Court should be unwilling to co-operate in supporting the proposed institution, then the State should take them in hand and overhaul them. I do not wish or expect that the necessity for such a course of proceeding would arise, for I believe that the same spirit which has led them to do what they have done would, if the public should think the establishment of such a school as I recommend to be necessary,

without any compulsion from the State or Parliament, induce them to do their duty by assisting the project through the means of their funds." He concluded by moving the following resolutions:—

"1. That it is desirable that a General School of Law should be established in the metropolis, by public authority, for the instruction of students intending to practise in any branch of the legal profession, and of all other subjects of her Majesty who may desire to resort thereto.

"2. That it is desirable, in the establishment of such school, to provide for examinations to be held by examiners impartially chosen, and to require certificates of the passing of such examinations as may respectively be deemed proper for the several branches of the legal profession, as necessary qualifications (after a time to be limited) for admission to practise in those branches respectively."

Mr. O. Morgan seconded the motion. Ours was the only country without the institution now recommended. He condemned the present system as a mere farce, comparing the education of barristers to the teaching of boys to swim by tossing them into deep water to shift as they could. In no other profession was such a state of things allowed. He characterised the Inns of Court as a gigantic monopoly and their recent educational action as a death-bed repentance.—The Attorney-General thanked Sir R. Palmer for bringing on the subject; but, while agreeing with him in principle, and perhaps going further on points of detail, he would show that the acceptance of the resolutions would be premature, and it would be unadvisable to pledge the House and the country to a course for which as yet no adequate reason had been shown. He did not understand that Sir R. Palmer proposed to touch the property of the Inns of Court, though Parliament of course had a perfect right to do that. The amount had been exaggerated, the sum available for the government of the profession not being more than £25,000 or £30,000 a-year. He admitted that the Inns ought to do much more than they had yet done, and they should be compelled to do it. They had the power, means and machinery ready for creating a school for teaching the English law. But to teach English law by lectures was a pure delusion: it could be learned by practice only, and that on account of its unscientific system. Our legal system had come down to us from the middle ages in the unscientific form in which it now was—with the exception, speaking broadly, of the law of real property, mercantile law, and the comparatively modern law of easements, the first two of which were highly scientific, and the last named was more or less scientific in its character. He hoped to see the day when that scandal of unscientific law should be removed by a Code. But he agreed that that good end would never be attained by collecting together and attempting to reconcile irreconcilable cases; the only means of attaining to real advantage in this direction was by intrusting persons competent with the construction of a Code which should clearly lay down the law. It is utterly impracticable to teach the law as it stands without practically demonstrating it in the courts. No doubt a great deal might be done, and he should like to see it done, to fuse, or rather to bring together, the two branches of the legal profession, which are now entirely separate in education and in the practice of the profession, but which might with great advantage be brought more closely together. He knew the Solicitor-General entertained a different opinion on this subject. There were practical objections, not to be answered in a word or a sentence; but at the same time he could not help thinking that in this country the two branches of the profession were further removed from each other than there was any necessity for them to be. But he disputed its being the duty of the State to teach law any more than divinity, medicine, or engineering; and he disapproved of the examinations being made dependent on the school to be established. Let the examinations be outside the school, and let them be conducted by independent bodies with an interest in the examinations being what they should be. At the same time every encouragement might be given to the school and the colleges—and the Inns of Court might be made colleges in connection with a great legal institution—which should be made to do their duty, the power being left to them of admitting or rejecting persons who made application to them for admission into the profession. The Inns of Court ought to do the work which Sir R. Palmer proposed should be done by this new institution. They had abundant funds for the purpose. They had not done their duty, but they ought to be made to do their duty. Referring

to what the Inns of Court had done, in agreeing to establish a joint examination board, he said, that if they did their duty this ought to give about all that was wanted. He concluded by praising the system of examination at the Incorporated Law Society.—Mr. Gregory thanked Sir R. Palmer for considering the interests of his own (the attorney's) branch of the profession, and endeavouring to raise their social status. He objected to the absorption of the law institution system of instruction into the scheme. Nor, in the absence of details, could he say whether that scheme would supply the necessary practical instruction for solicitors. He commended to the attention of the bar a practical grievance of which the other branch of the profession had to complain. An attorney desirous of becoming a barrister could not be called to the bar until he had ceased to practise as an attorney for three years. Such a condition, except in the case of a man of realised property, was obviously tantamount to starvation.—Mr. Locke (who was interrupted by an attempt at a count-out) argued against the proposals, and generally lauded the Inns of Court; he admitted, however, that Sir R. Palmer had done good by making them bestir themselves.—Mr. Amplett also congratulated Sir R. Palmer upon the fact that all the Inns of Court had taken a step in advance mainly in consequence of his exertions. He could not join in all the sneers at the Inns of Court. Although he intended to support the motion he should have preferred a scheme under which an Act of Parliament should have been passed establishing a legal University to which the Inns of Court might have been affiliated. Were the scheme, however, to be adopted, he believed that the same result would be arrived at, inasmuch as the Inns of Court would come forward and provide the necessary funds for the support of the Central School of Law. He pointed out that the resolutions proposed neither that the school should be set up by the Government nor that the examiners should be appointed out of the school.—Mr. M'Mahon said that as to legal education on the Continent, in no foreign country had the legal profession furnished those who defended the liberties of the people. If the teachers of law were appointed by the Government, they would in all probability teach such law as would be agreeable to the Government. The Inns of Court had done all that could be required of them, and in the interests of the public he protested against superseding them by any institution carried on under the authority of the Government.—Mr. Wren Hoskyns supported the motion, believing the system advocated would increase the knowledge of the Roman law throughout the country, and modify the present leaning towards the feudal system.—Sir R. Baggallay heartily concurred in the desire to see a General School of Law established; if, as it appeared from what had taken place out of doors, establishment "by public authority" meant establishment under "State control," he could, but for those words, have supported the first resolution. He proceeded to argue that the Inns of Court supplied the elements of all that was required for carrying out the necessary system, which indeed was already commenced and would soon be developed.—Sir F. Goldsmid disapproved of giving a monopoly to a Government school or any one school whatever.—Mr. T. Hughes supported the resolution as supplying the organisation and method probably required for scientifically training the "average men at the bar, county court judges, and that sort of person."—Mr. Staveley Hill thought that the present distribution over five bodies, being the four Inns and the Incorporated Law Society, was better than the proposed monopoly, the Inns having accepted compulsory examinations.—Serjeant Simon had always advocated compulsory examinations, and did not think the Inns had done their duty, but he could not support the resolutions, because he thought the existing materials were sufficient.—Mr. Walpole did not understand the resolutions as proposing monopoly, or he must oppose them. He did not say the Inns of Court had neglected their duties. They should, however, in his opinion, be empowered by Act of Parliament to act concurrently, and he did not see how that object was to be effected, unless proposals something like the present resolutions were assented to by the House. What might be the ultimate decision of the Government it was not for him to say, but the discussion ought not to close without a distinct opinion on the resolutions having been expressed, which would show that the House thought they ought to be acted on, after, of course, the best advice, and the most complete consideration which the Government were able to give to the subject.—Mr. Headlam saw no need for

Parliamentary action. The present system was not perfect, but the Inns would be prepared to act on proper advice; the Attorney-General had been unjustly hard on them. On so great a subject as the present Parliament should have some definite scheme before it, instead of resolutions open to various interpretations. [Sir R. Palmer having interrupted to explain that the proposed school was not to admit to practice, but merely to certify the qualification for practice.] In that case the student would be under two jurisdictions, but the one which simply gave admission must sooner or later be superseded by the other.—Mr. Denman supported the resolutions.—Mr. Hardy opposed them, dissenting especially from educational "fusion."—The Solicitor-General congratulated Sir R. Palmer on having expedited the resolutions of the Inns, but could not support his own. Agreeing in the general aim of improving the legal education of all branches of the profession, he deprecated impeding the cause by "hanging round its neck the millstone of a vague resolution."—Mr. V. Harcourt criticised the Attorney-General's and Solicitor-General's speeches as based on the "how not to do it principle." He wanted to know what the Inns were going to do in the future. He should like to hear the Chancellor of the Exchequer on this subject of law reform and legal education.—Mr. Leeman, as a solicitor of nearly forty years' practice, was glad no objection had been or could be taken to the Law Institution's examinations. Articled clerks were obliged now to obtain certificates by passing a severe examination before they were admitted to practice, and nothing would be gained by applying to them the system proposed. He would be very sorry to see these resolutions passed, because he believed that the right place for the education of young solicitors was in the offices of attorneys, instead of at an institution in London. He believed even that young men intended for the bar would receive much advantage by spending two or three years in the same way, for by so doing they would learn much that was practical, and lose a good deal that was merely theoretical.—Mr. Greene supported the resolutions.—Mr. Gladstone pointed out that, by the form in which the question would be put, on going into Committee of Supply, the House was not called on to condemn Sir Roundell Palmer's resolutions; but would merely decline to entertain them at the present moment. The debate had shown a wide divergence in legal opinions on the point, and to pass an abstract resolution which no one was called on to carry out, and at a time, too, when Parliament was fully occupied, must embarrass the ultimate settlement of the question. The vagueness, too, of the resolutions was a further hindrance to their acceptance. If Sir R. Palmer meant to lay down by the resolutions that it was the duty of the Government to frame a measure and introduce it, it was not a fair demand which he made upon them; and there could not be any advantage in declaring that it was incumbent upon them to take up a matter which, under present circumstances, it was not in their power to bring into shape. The resolution did not point out the mode in which a legislative measure was to be framed. It must proceed more or less upon coercion applied to the bodies which controlled examination for and admission to the bar, and it must find ways and means by a resort to the revenues of those bodies wholly or in part. In what position would the Government be without a resolution of the House referring to the property of those bodies? How could the Government, without the authority of such a resolution, in the divided state of opinion among the legal profession, in the vague state of the public mind, and with the pressure of public business, force upon these bodies a measure which even the hon. and learned member had not found it possible to put into shape? A mere vague declaration of the opinion of the House would not constitute a binding obligation upon the Government, nor upon any one in particular, to encounter the difficulties of the question; and, therefore, it would not advance the cause which it was designed to promote. Let it not be supposed that the Government were unwilling to promote it if they could. A committee and a commission had reported that it was from and through the Inns of Court and the Incorporated Law Society that the proposed reform must come, and the Government wished to act upon that principle. The only mode of raising the question was for these bodies to take the initiative, and to frame a plan for bringing legal education into a more satisfactory state. He did not wish to cast on them the entire responsibility. What the Government could do in communication with them should readily be done; but it was far better,

under present circumstances, that those bodies should bring the matter forward, and that they should invite the aid of the Government, than that the Government should take it up. He had indicated the limits within which it was possible that the Government might be able to contribute to practical progress, and beyond which, until they could see their way more clearly to the support of public opinion, it would not be their duty to go.—On a division, Sir R. Palmer's motion was negatived by 116 to 103.

OBITUARY.

MR. G. LAWSON.

Mr. George Lawson, barrister-at-law, who held the appointment of district judge at Colombo, in the island of Ceylon, died at Suez, on the 25th February, in the 50th year of his age. Mr. Lawson was called to the bar at the Middle Temple in 1847, and almost immediately went out to Ceylon. The appointment is worth £1,200 per annum. Mr. Lawson had twice discharged temporarily the duties of second puisne judge of the Ceylon Supreme Court, the last occasion being in September 1869, during the absence of the Chief Judge, Sir E. S. Creasy.

SOCIETIES AND INSTITUTIONS.

MANCHESTER INCORPORATED LAW ASSOCIATION.

REPORT of the COMMITTEE for the year 1871, presented to the annual meeting held on Friday, the 19th January, 1872.

In presenting the 33rd annual report, your Committee have the pleasure of congratulating the members upon the incorporation of the Association under the 23rd section of the "Companies' Act, 1867," which was completed on the 19th of January, 1871. The memorandum and articles of association (the latter embodying the rules of the association), together with the licence of the Board of Trade and the certificate of incorporation, were printed and forwarded to every member of the Association. The Society now consists of 160 members.

Your Committee have again to report that the necessary expenses of the year have exceeded the income, and obliged them to resort to the invested capital of the Association. The treasurer's accounts, with the addition of the proceeds of sale of stock, show a balance in hand of £70 14s. 6d. The amount still invested in consols is £672 12s. 3d., which, together with the sum of £37 0s. 10d. for dividends thereon, is held in trust for the Association.

Among the bills which, during the session, received the consideration of the Committee, and obtained the assent of Parliament, mention may be made of the following:—

Clerk of the Peace for the County of Lancaster Act (34 Vict., c. 73)—In consequence of the memorials presented by the Incorporated Law Society of Liverpool, and by your Committee, the Chancellor of the Duchy introduced a bill into the House of Lords which subsequently passed into Law, and provides that on a vacancy occurring in the office of the Clerk of the Peace of the County of Lancaster, the Chancellor of the Duchy shall appoint a Clerk of the Peace and two deputy clerks, amongst whom the Justices are, by order, to distribute the business of the office, and to fix the places in which the clerk and deputy clerks are to live.

The Attorneys and Solicitors Act, 1871 (34 Vict., c. 18)—repeals the disqualification of Attorneys, Solicitors, and Proctors from being Justices of the Peace for Counties, but enacts that no person shall be a Justice for any County in which he practises as an Attorney, Solicitor, or Proctor.

Debenture Stock Act, 1871 (34 Vict., c. 27)—This Act provides that where a power has been before the passing of the Act, or shall thereafter be given to trustees or executors to invest trust funds in the mortgages or bonds of any company, such power shall, unless the contrary is expressed in the instrument creating the power, be deemed to include a power to invest in the debenture stock of such company.

The Bills of Exchange Act, 1871 (34 & 35 Vict., c. 74)—abolishes days of grace upon bills and notes payable at sight, and provides that as to stamps, and for all other purposes, they shall be treated as bills and notes payable on demand.

By the Lodgers' Goods Protection Act (34 & 35 Vict., c. 79)—On a declaration by the lodger that the immediate tenant has no property therein, his goods are exempted from distress by landlord for arrears of rent due by the tenant.

Professional Remuneration.—Your Committee, after having carefully considered the question of remuneration by commission or per-centage, in conveying transactions, and deeming such a mode of payment both feasible and desirable, prepared a report on the subject, to which were appended suggested scales of charges for different kinds of businesses. This report was printed and circulated among the members. The Incorporated Law Society and the Law Societies of Liverpool and Newcastle, having also proposed scales of charges, a meeting of deputations from several provincial law societies was held in Manchester, at which the various scales were fully discussed, and some general principles settled, and the deputies of the Liverpool and Manchester societies requested to endeavour to agree upon a scale; this was done, and at a subsequent meeting held in London, the revised scales were settled and approved. These scales were then transmitted to all the law societies in England, and copies of them were also forwarded to the members of this Association, who, at a special general meeting called for the purpose, passed a resolution approving them and recommending their adoption. The scales were also approved by the Liverpool, Birmingham, Newcastle-on-Tyne, and Gateshead, and Worcester Law Societies; and prints of them, with illustrative tables, were sent to every member of your Association.

The Incorporated Law Society have also adopted a scale differing in many respects from that recommended by the Provincial Law Societies, whose joint committee have had under consideration the desirability of the adoption, if practicable, of a uniform scale in the Metropolis and the provinces. At the annual meeting of the Metropolitan and Provincial Law Association, held at Newcastle, a paper on the two scales of charges was read by your president, Mr. Cooper, and a resolution passed that the paper should be communicated to all the provincial law societies, requesting their views upon it, and that the Managing Committee should communicate such views to the Incorporated Law Society, and request a conference, with a view to the adoption of uniform scales by the entire profession, and the sanction of such scales by legislation, or rules and orders.

The subjects of taxation of costs as between party and party, and of increased remuneration for time, having been considered by the joint Committee of Provincial Law Societies, an interview was obtained with the Lord Chancellor, when the statement contained in the appendix, which had been previously prepared by the deputies, was read to his Lordship. A copy of the Lord Chancellor's reply is also set out in the appendix.

Legal Education.—In the early part of the year your president, along with the representatives of other provincial societies, had an interview with the Council of the Incorporated Law Society, with a view to secure the support of that body to the proposals of the Legal Education Association for the foundation of a general School of Law. At the general meetings of the Incorporated Law Society subsequently held to consider the question, resolutions expressing a general approval of the scheme were adopted by a large majority. The proposals of the Legal Education Association were afterwards brought forward by Sir Roundell Palmer, in the form of resolutions, in the House of Commons, but owing to the late period of the session and the pressure of business, the resolutions were withdrawn without a division. The subject will, no doubt, be renewed in the coming session.

Law Lectures.—A scheme for establishing an improved course of law lectures, in connection with the Owens College, having been submitted to your committee, they cordially approved and recommended the proposal, and raised among the profession a guarantee fund of sufficient amount to protect the College from loss during the term of five years, which was considered requisite to ascertain the result of the experiment. The task of carrying out the scheme has devolved upon Dr. Bryce, the Regius Professor of Jurisprudence at the University of Oxford, who is assisted by other gentlemen of acknowledged eminence and ability. An opportunity of becoming acquainted with the lecturers, and hearing a statement of their views, was kindly afforded to the legal profession by the College authorities, on the occasions of the inaugural lecture, delivered by Professor Bryce, and of a *soirée* subsequently held at the college.

The lectures have been commenced under most favourable conditions, and with a large attendance of students, but as they cannot permanently succeed without the continued support of the individual members of the profession

and their articled clerks, your committee again commend them to the favour of the members of the Association and of the profession generally.

The Preliminary Examinations of candidates before being articled have, as usual, been held in Manchester during the past year, under the conduct of members of your Association recommended by the committee as local examiners.

Metropolitan and Provincial Law Association.—This Association held its annual provincial meeting at Newcastle-upon-Tyne, on the 10th and 11th of October last. Your Association was, as usual, represented by a deputation. The attendance, which was numerous, comprised a large number of gentlemen from distant parts of the country. In addition to the chairman's address, several interesting papers were read, and important discussions took place. The Association was most generously entertained by the Newcastle Incorporated Law Society, and it was arranged that the next autumnal meeting should be held in London.

Death of Mr. Heelis.—Your Committee cannot close their report without recording their sense of the loss sustained by the Association during the past year, in the removal from amongst them of the late Mr. Stephen Heelis. On learning the sad event, your Committee passed the following resolution (see 15 S. J. 818).

Your Committee have since taken steps with a view to founding some permanent and appropriate memorial of the esteem in which the character and services of Mr. Heelis are held by the legal profession in Manchester and Salford.

APPENDIX.

Statement Read to the Right Honourable the Lord Chancellor on the 22nd July, 1871.

The societies that we represent are strongly of opinion that the whole question of costs requires to be very carefully re-considered with a view to the greatly altered conditions of legal business. Some of the reasons for such re-consideration are set out in a paper on professional remuneration, issued by the Incorporated Law Society of Liverpool, which we ask permission to leave with your Lordship. The views of this paper have to a large extent been approved by the Law Societies of Manchester, Birmingham, Leeds, Worcester, Newcastle-upon-Tyne, and Gateshead, as will appear by the following resolutions, passed by deputations of those societies, to which we shall beg your Lordship's attention.

These resolutions are as follows:—

23rd March, 1871.—“That in view of the recent Act relating to the remuneration of attorneys and solicitors, this meeting is of opinion that the remuneration of attorneys and solicitors, in certain classes of transactions, on an *ad valorem* principle, is both feasible and desirable.”

“That any sound system of legal charges should aim at fulfilling, as far as possible, the following conditions:—

“It should pay more highly for head work than for mechanical work.

“It should pay adequately for all real work, and should destroy or, as far as possible, lessen, the temptation to do sham work or shirk responsibility.

“It should secure a due recognition of the experience of the practitioners.

“It should produce, as a result, such a remuneration for the profession as would favourably compare with the remuneration afforded in other walks of life open to the same class.

“It should do full justice to the successful suitor by giving him, as party and party costs, all costs reasonably incurred in the ordinary course of the suit.”

5th July, 1871.—“That in the taxation of costs as between party and party the principle of allowance should be that successful parties are entitled to an indemnity for all costs that may be reasonably incurred by them, but not to any extraordinary or unusual expenses incurred in consequence of over caution or over anxiety as to any particular case, or from considerations of any special importance arising from the rank, position, wealth, or character, of either of the parties, or any special desire on his part to ensure success.”

“That the charges for time ought to be increased, and that the scale of remuneration for time suggested by the Incorporated Law Society of Liverpool would be proper to be adopted in matters to which such scale can be made applicable, and to be regarded as a standard to regulate the charges for time in cases to which the scale is not distinctly applicable.”

In the present state of legal business, and in particular whilst we are waiting for the report of the Judicature Commission, which is likely to be the precursor of such extensive changes in the administration of justice, we are not prepared to ask your lordship to revise the whole question of costs, or to make any orders under the Professional Remuneration Act, which shall completely carry out the policy of that statute, but any thorough revision of the whole system of costs must take a considerable time; and we submit to your lordship that it is for many reasons desirable, without waiting for a measure of thorough and exhaustive reform, to remedy some of the more striking abuses of the present system. We believe such changes as we are about to recommend will not have the effect of postponing a more complete measure, but will greatly assist in the preparation of such a measure when the right time comes.

The first step we propose to ask your lordship to take is to remedy the very great discrepancy which now exists both in common law and chancery, between the costs which a successful litigant has to pay to his own attorney or solicitor, and those which he can recover from his opponent.

To illustrate this discrepancy, we may cite two instances furnished by one of the present deputation, as happening in his own practice within the present year.

In an action at common law the costs that the successful party had to pay to his own attorney were £312 6s., the costs that he recovered from his opponent were £218 8s.

In a chancery suit the successful party had to pay £319 19s. 11d., and recovered from his opponent £150 11s.

These instances are, in our opinion, fair average instances of the difference between the costs which a successful suitor has to pay and those which he recovers from his opponent; or, to put it as a general proposition, a successful suitor has to pay on an average, extra costs amounting to between one-third and one-half of the total costs before taxation.

It is understood to be the intention of the Courts and the Legislature, in awarding costs to a successful suitor, that those costs should be a real indemnity against the expenses he has been unjustly put to in pursuing or defending his rights.

It is clear that in point of fact they are not so.

We can supply to your lordship, if desired, many examples of items of cost which are necessarily incurred by a suitor which are not allowed for in taxation, as between party and party, but at present a few will be sufficient. In both common law and chancery no costs are allowed for any evidence got up before the action or suit is commenced.

In a bill in chancery the most responsible part of the labour is the collection and arrangement of the facts preparatory to the filing of the bill; but nothing is allowed for this but a small charge never exceeding £2 2s., under the name of instructions for bill.

In common law, since the Common Law Procedure Act was passed, there are proceedings for discovery very analogous to a bill in chancery, but the masters on taxation of costs allow no instructions to counsel, or fee to counsel, to draw answer to interrogatories, nor any attendances or other labour to provide materials for such answer. Neither in chancery or common law are attendances by the attorney or solicitor on his client allowed.

In many of these cases the defect arises from the taxing masters not exercising the full powers and discretions that they possess. In the interests of our clients we think we may ask your lordship to make a rule in the terms we have already suggested, namely—

“That in the taxation of costs, as between party and party, the principle of allowance should be that successful parties are entitled to an indemnity for all costs that may be reasonably incurred by them; but not to any extraordinary or unusual expenses, or any incurred in consequence of over-caution, or over-anxiety as to any particular case, or from considerations of any special importance arising from the rank, position, wealth, or character of either of the parties, or any special desire on his part to insure success.”

These words are nearly verbatim those used by the Court of Common Pleas in the case of *Hill v. Peal, &c.*, L.R. 5 C.P. 180, in expounding the principles of taxation of costs under the Parliamentary Election Act, 1868, and we consider in advocating a rule to this effect in all litigious matters we are only asking your lordship to adhere to and follow out rules already lucidly expounded by the Court of Common Pleas.

The second proposal we have to submit to your lordship is

one with which we as attorneys are apparently more immediately concerned, namely—

“That the remuneration for time of attorneys and solicitors should be increased on a time scale.”

Your lordship is aware that, except in Parliamentary matters, the scale of allowances to an attorney or solicitor, for a whole day, is £2 2s.; and it must be obvious, as is the fact, that attorneys and solicitors concerned in important matters, and all solicitors of any eminence in whatever matters they are concerned, would, as between themselves and their clients, decline to work for such remuneration.

Your lordship is no doubt well aware that the nominal amount of fees to attorneys and solicitors is the same at present as it was when the value of money was many times greater, and that the nominal fees of 6s. 8d. for an attendance, and £2 2s. for a whole day's work, which were once full and adequate payments, have since the change of circumstances become totally inadequate.

On the 12th May, 1870, the Lords of Session in Scotland authorised charges in contentious matters; for the one-half hour 6s. 8d., for the hour 10s., each succeeding half-hour 5s., up to £4 4s. a day of eight hours for work done in Scotland, and £5 5s. a day for journeys from home.

We submit to your lordship that if these charges are allowed in contentious matters in Scotland, at least a similar scale should be allowed in this country.

In conclusion, we submit to your lordship that rules are required under the 18th section of the Attorneys and Solicitors Act, 1870, to direct the taxing masters to take the 17th and 18th sections into account in their taxations. At present, as the masters have no rules for their guidance, those sections are hardly recognised.

The following is a copy of the Lord Chancellor's reply.

“31, Great George-street, S.W.,

November 17th, 1871.

Sir,—Referring to your letter of 3rd inst., and to the statement read by the deputation of solicitors on the 22nd July last, I am directed by the Lord Chancellor to state with regard to the first of the proposals made, viz.:—That the principle applied in the taxation of costs, ‘as between party and party,’ should be so altered as in fact to assimilate it to that applied in taxation ‘as between attorney and client’—that his lordship has been unable to satisfy himself of the propriety of such a change.

The alteration proposed would render necessary the adoption of stringent precautions to prevent a vexatious abuse of it in cases when the plaintiff might be confident of success, in which it would add to the client's loss if his advisers were mistaken, or create undue pressure on the opponent if they were correct. The distinctions attempted to be made with regard to particular items of expenditure can easily be laid down in general terms, but they would be most difficult of application. It must be remembered, too, that taxing officers have already a large discretion in the allowance of ‘party and party costs,’ and upon their judgment in this respect it is safe to rely.

As to the other proposition made, viz.:—That ‘the remuneration for time of solicitors and attorneys should be increased on a time scale.’ The Lord Chancellor does not think that any sufficient reasons for an increase are adduced; and the experience derived from the wording of the winding-up acts, in reference to the employment of liquidators and their clerks, has not been such as to dispose his lordship to look with favour on the principle of payment by time. It is well known that a large proportion of the ‘attendances’ which are allowed to be charged for in the progress of an action or suit, are not given by solicitors themselves but by their clerks, whose time cannot well be valued at a higher rate than is now allowed; and it would be difficult, if not impossible, for the taxing officer to distinguish time really occupied by the principal from that occupied by his clerk.

I am to add that upon a careful consideration of the whole case submitted by the deputation, and having regard to the recent legislation on the relations between solicitors and their clients, the full effect of which remains to be ascertained, the Lord Chancellor finds himself obliged to abstain at present from further interfering with the rules and practice which govern the taxation of costs. His lordship, however, will be willing to introduce into bills to be presented to Parliament for the remodelling of the Superior Courts clauses, giving ample powers of dealing with the question of costs, by means of general orders to be made from time to time, according to the exigencies of the case. I am directed to request that you will have the goodness to com-

municate this letter to the members of the Deputation which attended the Lord Chancellor.—And I am, Sir, your obedient servant,

(Signed) C. S. BAGOT,
Principal Secretary.

William A. Jevons, Esq., Hon. Sec."

The following gentlemen were elected the officers and Committee of the association for the ensuing year:—President, Mr. Thomas Holden; Vice-Presidents, Messrs. T. T. Bellhouse, Isaac Hall; Treasurer, Mr. James Street; Chairman of Committee, Mr. W. H. Guest; Deputy-Chairman, Mr. Percy Woolley; Committee, Messrs. J. P. Aston, Thomas Baker, Josh. H. Barker, James Barrow, J. F. Beaver, James Bond, Thomas Claye, R. B. B. Cobbett, John Cooper, W. H. Guest, J. N. K. Grover, T. Grundy (Grundy & Coulson), Wm. Harper, R. G. Hinnell, Thos. Jepson, J. F. Milne, James Parry, J. B. Payne, John Peacock, J. A. Petty, Richard Radford, R. M. Shipman, George Thorley, W. L. Welsh, G. F. Wharton, E. Whitworth, G. B. Withington, M. Bateson Wood, Henry Wood, Percy Woolley.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the Board of Directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday last, the 7th inst., Mr. J. S. Torr in the chair, the other directors present being:—Messrs. Brook, Cookson, Hedger, Hine Haycock, Monckton, Rickman and Smith (Mr. Eiffe, Secretary). A sum of £50 was granted in relief of applicants for assistance, twenty-four new members admitted to the association, and other general business transacted.

LAW STUDENTS' DEBATING SOCIETY.

At the Law Institution on Tuesday last (Mr. Munton, by deputy, in the chair), the question discussed was No. 492 legal: "Does section 7 of 24 Vict. c. 10, confer upon the Court of Admiralty jurisdiction to entertain a suit under 9 & 10 Vict. c. 93, for negligent management of a vessel which has caused personal injury and death?" In the absence of Mr. Bloxland, the debate was opened by Mr. Rooker in the affirmative, but ultimately decided by the society in the negative by a majority of four votes. The Secretary announced that Mr. Boulton, a member of the society, was awarded a certificate of merit at the final examination of Hilary Term last.

LIVERPOOL LAW STUDENTS' SOCIETY.

At a meeting of this society, held at the Law Library, on Thursday, the 29th ult., Mr. Frederick Gregory, solicitor, presiding, the hon. secretary reported that by the direction of the Committee a petition had been prepared, signed by the articled clerks of Liverpool and neighbouring towns, and forwarded for presentation, in favour of Sir Roundell Palmer's motion for the establishment of a School of Law. The subject for discussion was, "Is England justified in refusing to admit the indirect Alabama claims to arbitration?" After considerable discussion, the affirmative was carried by large majority.

BIRMINGHAM LAW STUDENTS' SOCIETY.

A meeting of this society was held on Tuesday evening last; Mr. J. Balden, jun., in the chair. The debate was upon the question "Is it desirable that Part I., 'Abolition of Imprisonment for Debt' of the Debtors' Act, 1869, be repealed, and that the law on the subject be placed on its former basis?" Mr. J. B. Clarke opened in the affirmative, and E. B. Rawlings replied in the negative. Mr. Van Wart supported the affirmative, and Mr. W. Johnson the negative. The Chairman declared the votes to be in the affirmative, 5; in the negative, 10; several members not voting. A vote of thanks to the Chairman closed the proceedings.

ARTICLED CLERKS' SOCIETY.

A meeting of this society was held at Clement's Inn Hall on Wednesday, the 6th March inst., Mr. Mozley presiding. Mr. Arnold opened the subject for the evening's debate, viz., "That the refusal of the United States to enter into a treaty reciprocally protecting copyrights is unjust." The motion was carried *nem. con.*

COURT PAPERS.

JUDGES' CHAMBERS, MARCH, 1872.

The following regulations for transacting the business at these chambers will be observed till further notice:—

Original summonses only to be placed on the file and numbered.

Summonses adjourned by the judge will be heard at eleven o'clock, according to their numbers on the adjournment file, and those not on that file previous to the numbers of the day being called, will be placed at the bottom of the general file.

N.B.—No summons will be adjourned by the judge unless he be satisfied that the adjournment is necessary.

Summonses of the day will be called and numbered at a quarter past eleven o'clock, and heard consecutively.

Counsel at one o'clock. The name of the cause to be put on the counsel file, and heard according to number.

Acknowledgments of deeds will be taken at five minutes before eleven o'clock; those not then in readiness will be postponed until the following day.

Further time to plead will not be allowed, as a matter of course.

All affidavits read or referred to before the judge must be indorsed and bear a shilling stamp for filing, and all documents requiring a stamp must bear such stamp when produced; otherwise the case will be struck out.

Summonses proper to be heard before masters under the rule of Michaelmas Term, 1867, will be heard by the masters, and are not to be brought before the judge without special order.

Affidavits in support of *ex parte* applications for judge's orders (except those for orders to hold to bail) to be left the day before the orders are to be applied for, except under special circumstances; such affidavits to be properly indorsed with the names of the parties, the nature of the application, and a reference to the statute under which any application is made.

LEGAL EDUCATION.

The following intimation has been forwarded on behalf of the Council of Legal Education to the Benchers of the Inns of Court:—

"Lincoln's Inn, 29th February, 1872.

"The Council of Legal Education beg to report to the Treasurers and Masters of the Bench of the several Inns of Court, that a meeting of the council, convened by the chairman, Lord Westbury, was held at Lincoln's Inn, on the 22nd inst., and that at that meeting a committee consisting of eight members of the council was appointed for the purpose of considering and reporting upon a comprehensive system of legal education, scientific and practical, for students for the bar, and upon the subjects to be prepared for the compulsory examination to which such students are hereafter to be subjected.

(Signed) "WESTBURY, Chairman."

THE NEW LEGAL KNIGHT.—The Common Serjeant and Deputy Recorder of the City of London, has announced in the Court of Aldermen, that the Prime Minister had communicated to him the fact that her Majesty has been pleased to confer on him the honour of Knighthood, in commemoration of the recent royal visit to the City.

THE MANCHESTER COUNTY COURT JUDGESHIP.—At a meeting of the Manchester City Council on Wednesday, the Town Clerk (Sir Joseph Heron) drew the attention of the Council to the proposed removal of the county court judge (Mr. J. A. Russell, Q. C.) to Liverpool. The subject was one of vital interest. He had received a letter from the secretary to the Lord Chancellor, stating that his lordship would be glad to see a deputation from the city at his house on Saturday morning (this day), at the same time as that fixed for the reception of the deputations from the Manchester Chamber of Commerce, the Manchester Guardian Society, and the Law Association. He (the town clerk) trusted that the deputations would be able to prevent a most valuable judge being taken away from Manchester, because, if it was done as a matter of economy, he did not think that economy ought to be exercised at the expense of Manchester, as it was one of the very few places from which a sum arising out of its county courts went to make up the deficiency in other places.

THE IRISH SOLICITORS AND THE KING'S INNS.

Lord Monck and Mr. W. R. Le Fanu have reported to her Majesty upon the question raised by the Incorporated Society of Solicitors and Attorneys with regard to the funds deposited by attorneys with the Society of the King's Inns. The commissioners sat for five days, heard counsel in argument, and received evidence. The question, although of considerable magnitude, may be stated briefly. Up to the year 1866, when separation in the government of the two branches of the legal profession took place, a "deposit for chambers" was paid to the Benchers of the King's Inns by persons admitted to the profession of attorney. From 1792 to 1866 these deposits amounted to £55,293. A similar charge upon barristers amounted to £52,290. Just before these deposits were demanded an Act of Parliament had deprived the Benchers of the land upon which the Four Courts are built, and a building for the benefit of attorneys and barristers became necessary. In 1798 the Benchers erected the Inns in Henrietta-street, at a cost of £81,000. The Inns are now subject to an annual rent of nearly £800. In the year 1826 the attorneys endeavoured to induce the Benchers to erect chambers for their use, and the Benchers agreed to build two blocks of six chambers each, one for attorneys and one for barristers. The attorneys then suggested that instead they would prefer "at the back of the Four Courts a Solicitors' Hall and Arbitration Chambers." The Benchers adopted the suggestion, and the rooms of the Incorporated Society, the Coffee-room, and the Benchers' room are the result. They were completed in 1841, and the cost amounted to £28,436. About the same time the Benchers built the Law Library at the Four Courts, at a cost of £14,706. These two sums, and that expended upon the Inns in Henrietta-street, raised the total expenditure in buildings to £125,716. In 1866 the government of the attorneys was transferred from the Benchers to the Incorporated Society, whereupon that body laid claim to the "deposits for chambers" made by attorneys, and it was argued on their behalf that these fees were in the nature of a trust fund, that they should have been expended upon the object for which they were subscribed, and that now the Incorporated Society represented the interests of the subscribers. The commissioners now report and decide against this claim, and for the following reasons:—

"1. Because if this be the true nature of the relations between the Benchers on the one side, and the attorneys and solicitors on the other, the Benchers would have been under an obligation, out of the sum of their contributions, to provide chambers for every attorney and solicitor in Ireland, and the fund is manifestly inadequate for this purpose.

"2. This payment was only one out of many made 'to and for the use of the society,' and the terms of the condition attached to this particular fee appear to your Majesty's Commissioners to give only a personal right to each attorney to obtain from the Benchers credit for the amount of his contribution to the fund upon certain conditions. The words are, 'the deposit for chambers to be allowed when the gentleman shall purchase from the society chambers, or the ground to build chambers on.' These conditions have never been fulfilled, and an attempt to fulfil them on the part of the Benchers was abandoned at the desire of the attorneys and solicitors themselves, and the conditions under which the credit was to have been allowed having never arisen, it appears to your Majesty's Commissioners that the right to exact that credit cannot be asserted now.

"3. Assuming that your Majesty's Commissioners are correct in their conclusion, that the right, if any, which was acquired by the attorneys and solicitors against the benchers, under the wording of the rule in question, was a right in every case personal to the individual who originally made the payment, it follows that no claim can now be made in respect of contributions paid between 1792 and 1866 by those attorneys and solicitors who are now dead. And it besides appears that the Incorporated Society of Attorneys and Solicitors do not represent even a majority of those contributors who are now in existence. Only 429 out of 1,159 attorneys and solicitors now on the roll belong to the Incorporated Society."

The Commissioners further observe that because the attorneys tacitly acquiesced in the proceedings of the Benchers, and because the Benchers built a hall instead of chambers for the attorneys, "the Benchers have performed

what was incumbent upon them towards the attorney branch of the profession." They consider that the buildings occupied by the Incorporated Society are insufficient for the discharge of its business, and believe that the Benchers should permit the society to become tenants of certain unoccupied buildings at the rear of the Four Courts.—*Saunders' News Letter.*

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Mar. 8, 1872.

From the Official List of the actual business transacted.

3 per Cent. Consols, 92½	Annuities, April, '85
Ditto for Account, April 5, 92½	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 91 x d	Ex Billa, £1000, — per Ct 4 p m
New 3 per Cent. 91 x d	Ditto, £500, Do — 4 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 4 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 1½ per
Do. 5 per Cent., Jan. '73	Ct. (last half-year) 249
Annuities, Jan. '80 —	Ditto for Account,

RAILWAY STOCK.

Railways.		Paid.	Closing prices
Stock	Bristol and Exeter	100	108
Stock	Caledonian	100	117½
Stock	Glasgow and South-Western	100	128
Stock	Great Eastern Ordinary Stock	100	49½ x d
Stock	Great Northern	100	135 x d
Stock	Do., A Stock	100	154½ x d
Stock	Great Southern and Western of Ireland	100	113½
Stock	Great Western—Original	100	113½
Stock	Lancashire and Yorkshire	100	157½ x d
Stock	London, Brighton, and South Coast	100	77
Stock	London, Chatham, and Dover	100	97
Stock	London and North-Western	100	134½ x d
Stock	London and South-Western	100	107
Stock	Manchester, Sheffield, and Lincoln	100	72½
Stock	Metropolitan	100	6½ x
Stock	Midland	100	141½
Stock	Do., Birmingham and Derby	100	111
Stock	North British	100	61½
Stock	North London	100	125
Stock	North Staffordshire	100	88 x d
Stock	South Devon	100	73
Stock	South-Eastern	100	97
Stock	Taff Vale	100	160

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

This week the markets have been very firm, they close steadily, and there is an improvement over last week. The monthly Board of Trade return, now published, exhibits, in continuation of its predecessors, signs of a remarkable activity in commerce. In the railway market the traffic receipts have been favourable, and prices have been influenced thereby; the close exhibits one of the fluctuations common when a rise in price tempts a mass of realisations, but in spite of this the railway market cannot be described as otherwise than strong. The foreign market, perhaps, has been not quite so firm as the rest. Consols have been on the whole exceptionally strong. The defalcations disclosed in the case of the Birmingham Gas Company should be laid to heart as a warning to directors, especially in gas companies, which to judge from this affair, and that of Mr. Higgs some years ago, would seem to be peculiarly liable to such depredations. In the case of the Birmingham Company, an extraordinary meeting was held this week to receive the report of a committee appointed to investigate the affairs of the company, after the defalcations of the late secretary. The committee censured the directors for great remissness. The meeting was ultimately adjourned.

The Northern Pacific Railroad Company have opened offices at 34 New Bridge-street, Blackfriars, under the management of Mr. Geo. Sheppard, for the purpose of affording information to persons who propose emigrating to the United States.

COPYHOLD AND TITHE COMMISSION.—The 30th Report of the Copyhold Commissioners to the Secretary of State for the Home Department states that the Commissioners have now completed 10,179 enfranchisements and commutations, of which 371 enfranchisements have been effected during the past year. These last amount to 21 enfranchisements in clerical manors, 41 in collegiate manors, and 309 in lay manors. Besides these enfranchisements 306 applications have been received, of which 19 are under the voluntary and

287 under the compulsory powers of the Acts. In pursuance of the powers vested in the Commissioners by the Universities and College Estates Act, 1858, and the Universities and College Estates Act Extension, 1860, 554 sales, 207 purchases, 66 enfranchisements, 35 exchanges, 81 applications for raising money, seven transfers of trust, and three applications for the augmentation of benefices have been authorised. Of these, 58 sales, 27 purchases, six enfranchisements, four exchanges, 10 applications for raising money, and one application for the augmentation of a benefice have been authorised during the past year. The same Commissioners also report with respect to tithes that they have received 7,070 agreements and confirmed 6,778. They have made 5,648 draughts of compulsory awards and confirmed 5,450. In 12,228 districts, as will be seen from the above statement, the tithes have been commuted by confirmed agreements or confirmed awards. In 414 of these districts the rent-charges have been disposed of by redemption or merger. They have received 11,788 apportionments, and confirmed 11,784. They have made 4,344 altered apportionments, and confirmed 3,783; and of these 171 have been received and 159 confirmed during the year 1871. They have received 1,232 applications for the exchange of glebe lands, and confirmed 1,112 of such exchanges, and of these 31 applications were received and 24 exchanges confirmed during the past year. They have received 1,632 applications for the redemption of rent-charge, and have completed 1,210 of such redemptions; and of these 157 were received and 170 completed during the year 1871. They have received 10 applications to convert variable corn rents payable under local Acts of Parliament into rent-charges to be henceforth payable in like manner as ordinary tithe rent-charges, and have completed awards in five of these cases. At the close of 1871, they had confirmed 14,991 distinct mergers of tithes or rent-charges.—*Times*.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

GRAHAM—On March 4, at 21, Ladbrooke-grove, Notting-hill, W., the wife of William Graham, barrister-at-law, of a son.
HIGGINS—On March 4, at 103, Holland-road, Kensington, the wife of Clement Higgins, Esq., barrister-at-law, of a daughter.
KIRBY—On March 5, at 10, Tavistock-road, Westbourne-park, the wife of Thomas Frederick Kirby, Esq., barrister-at-law, of a son.
MARSDEN—On March 3, at 111, Belgrave-road, S.W., the wife of J. Ben. Marsden, solicitor, of a daughter.
MERRICK—On March 1, at 7, Lime Villas, Putney, S.W., the wife of William Merrick, solicitor, of a son.
SEYMOUR—On March 3, at The Chantry, Mere, Wilts, the wife of Arthur Seymour, solicitor, of a daughter.

DEATHS.

BOOTH—On Sunday, Feb. 25, at Bramley, near Leeds, Samuel Lister Booth, solicitor, aged 72.
DAVIES—On Monday, March 4th, at Haverfordwest, Martha Rees, wife of William Davies, solicitor, aged 39 years.
FIELDING—On March 5, at St. Dunstan's, Canterbury, Ellen Spencer, the wife of Allen Fielding, Esq., solicitor.

LONDON GAZETTES.

Professional Partnerships Dissolved.

TUESDAY, March 5, 1872.

Bedford, Edwd Henslowe, and Chas Edwd Lacy, King's Bench-walk, Temple, Attorneys and Solicitors. Feb 29

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, March 1, 1872.

Freeman, John, Tonbridge, Kent, Esq. March 25. D'Eichthal & Balfour, M.R. Johnson, Austin-frsrs
Layton, Wm, Kippax, nr Leeds, Grocer. Nov 1. Re Layton, V.C. Bacon

Watmough, Joseph, Thurner, York, Malster. April 1. Watmough & Watmough, V.C. Wickens. Middleton & Son, Leeds

TUESDAY, March 5, 1872.

Allen, John, Wakefield, York, Worstad Spinner. April 3. Holt & Shaw, Registrar March District
Garner, Fredk Wm Rmt, Cambridge, Tobaccoist. March 28. Garner & Stidman, V.C. Mains. Feed, Cambridge
Roberts, Wm, Jermyn-st, St James's, Lieut-Col 96th Reg. April 15. Cross & Roberts, M.R. Owen, Pwllheli
Turner, Richd, Horsesh, Sussex, Malster. April 10. Waller & Luckin, V.C. Wickens. Raper, Chichester
Woolly, Ben Collins, Englishbach, Somerset, Gent. March 27. Feaver & Woolly, V.C. Wickens. Mead & Daubeny, King's Bench-walk, Temple

Creditors under 22 & 23 Vict. cap. 85.

Last Day of Claim.

FRIDAY, March 1, 1872.

Bidaux, Euphrosine Dorothee, Bovey Tracy, Devon, Widow. April 15. Abbot & Leonard, Bristol
Billiter, Wm, Addington-sq, Camberwell, Gent. March 15. Drake & Son, Cloak-lane, Cannon-st
Blackburne, Thos, Lpool, Comm Agent. April 4. Garnett & Tarbet, Lpool
Breuer, John Adam Fras Maria Hubert, Quadrant-rd South, Highbury New-pt, Esq. May 1. Bircham & Co, Threadneedle-st
Buckley, Maria, Spring View, Saddleworth, York, Spinster. March 23. Buckley, Salsbridge
Butcher, John, Lowesmoor, Worcester, Tailor. March 23. Butcher, Turk's Head, Worcester
Clemon, Andrew Trestrail, Redruth, Cornwall, Omnibus Proprietor. April 1. Budge, Truro
Cuff, Harriet, Norfolk-st, Park-lane, Widow. April 10. Hill & Son, Throgmorton-st
Elli, Rev Wm Webb, Grafton-st, Bond-st. March 30. Gamlen & Son, Gray's-inn-sq
Egglefield, Tryal, Berks, Hurst, Farmer. May 2. Cooke, Wokingham
Fearley, Jonathan, Dowsbury, York, Corn Miller. March 30. Tennant & Rayner, Dewsbury
Fripp, Wm, Teignmouth, Devon, Esq. April 15. Abbot & Leonard, Bristol
Fry, Saml Lund, Axbridge, Somerset, Esq. April 15. Abbot & Leonard, Bristol
Holroyd, Geo Chaplin, Exeter, Esq. April 1. Follett, Exeter
Jones, Rev Geo Alfred, Mossley, Lancashire. May 10. Addleshaw, Manch
King, Geo, Gosport, Hants, Gent. March 25. Edgcombe & Cole, Portsea
Lomax, Isaac, Marple, Chester, Farmer. April 4. Johnson, Stockport
Markham, Hy Edwd, Coventry, Coal Merchant. April 10. Woodcocks & Co, Coventry
Marston, John, sen, Castle Bromwich, Warwick, Carriage Builder. April 1. Ansell, Birm
McCrea, Joseph, Weybridge, Surrey, Esq. March 28. Hughes & Co, Budge-row
Miller, Eliz, St Leonard, nr Exeter, April 15. Abbot & Leonard, Bristol
Norecutt, Thos Gascoigne, Gray's-inn-sq, Attorney-at-law. March 25. Duignan & Co, Bedford-row
Ponder, Jas, Trinity-st, Southwark, Tin Plate Worker. March 25. Hughes & Co, Budge-row
Pope, Jas, Park-pl, Upper Baker-st, Col. April 8. Pope, Gray's-inn-sq
Pursell, Peter, Weston Turville, Bucks, Yeoman. March 30. James & Horwood, Aylesbury
Roberts, Joseph, Bristol, Master Mariner. April 15. Abbot & Leonard, Bristol
Sanderson, Geo Saml, Lpool, Civil Engineer. April 10. Whitley & Maddock, Lpool
Vyse, Chas, Camberwell New-rd, Gent. April 1. Gregory & Co, Bedford-row
Walpole, Susanna, Southtown, Suffolk, Widow. June 24. Chamberlin, Gt Yarmouth

TUESDAY, March 5, 1872.

Batty, Abraham, Dartmouth-ter, New-rd, Rotherhithe, Gent. April 2. Bridger & Collins, King William-st, London-bridge
Cheesbary, John, Cornbrook, Manch, Gent. March 31. Street, Manch
Crosse, Sarah Eliz, Edwardes-pl, Kensington. April 15. Prior & Co, Lincoln's-inn-fields
Curzon, Fredc Emmanuel, Mickleover Vicarage, Derby. May 1. Borough, Derby
Cutler, Frank, Brixham, Devon, Captain R.N. April 10. Paterson & Co, Chancery-lane
Davis, Joseph, Cheltenham, Gloucester, Painter. April 1. Smith, Cheltenham
Dent, Wm Fullarton, Newcastle-st, Strand, Lead Merchant. April 5. Aldridge, Montague-pl, Russell-sq
Dicks, Geo, Worcester, Gent. May 1. Pidcock & Son, Worcester
Diller, Thos, Thornton Heath, Gent. April 1. Fraser, Dean-st, Soho
Dodsworth, Robt, Leeds, Hay Dealer. May 1. Middleton & Son, Leeds
Downing, Rev Hy Edwd, Wells-next-the-Sea, Norfolk. April 15. Petch, John-st, Bedford-row
Dunsdon, Thos, St Paul's-rd, Highbury, Gent. April 1. Fraser, Dean-st, Soho
Edwards, Jane, Mount Pleasant, Lancashire. April 2. Snowball & Copeman, Lpool
Edwin, Augustus, Seven Sisters-rd, Holloway, War Office Clerk. May 1. Garrett, Doughty-st
Fisher, Wm, Brompton-sq, March 30. Foster, Chancery-lane
Flynn, Ellen, New-cut, Bell-alley, London-wall. April 18. Arnold, Gravesend
Fox, Mary Ann, Scarborough, York, Widow. April 1. Moody & Co, Scarborough
Gibbs, Joseph, Cheltenham, Gloucester, Cellarman. April 27. Smith, Cheltenham
Griffiths, Wm, Little Whitley, Worcester, Farmer. April 15. Lechmere-Pugh, Worcester
Henderson, John Andrew, Hamilton-ter, St John's Wood, Esq. April 15. Edwards, Cloak-lane
Herbert, Sarah Rebecca, Powyke, Worcester, Widow. April 30. Bedford, Worcester
Hill, Wm, North Stoneham, Hants, Shipowner. March 31. Perkins, Southampton
Laing, Alice, Berwick-upon-Tweed, Spinster. April 1. Douglas, Berwick
Littlejohns, Thos Allen, Newport, Monmouth, Gent. May 1. Lloyd, Newport
Littlewood, Martha, Sheffield, Widow. April 2. Parker & Son, Sheffield
McArthur, Jessie, Manch, Boot Dealer. April 3. Walmaley, Manch

Scott, Jas, Tynbridge Wells, Kent, Esq. April 6. Scott & Co, Lincoln's-inn-fields
Smith, John Philip, Lower Wick, Bedwardine, Worcester, Gent. May 1.
Pidcock & Son, Worcester
Smith, Wm, Kennington-lane, Printer. April 1. Grant, Kennington-cross
Smythe, Rev Patrick Murray, Solihull, Warwick. April 6. Smith, Solihull
Stone, Elias, Gillingham, Dorset, Basket Maker. March 30. Bell & Freeman, Gillingham
Thomas, John, Rcatth, Glamorgan, Coal Merchant. April 2. Waldron, Cardiff
Toms, Chas Munckton, Leytonstone, Essex, Mercantile Clerk. March 30. Keene & Marsland, Lower Thames-st
Walker, Sarah, Leicester, Spinster. April 30. Harris, Leicester
Wigglesworth, Eliz, Brandon, York, Widow. May 1. Middleton & Son, Leeds
Young, Wm, Vernon-pl, Bloomsbury, Licensed Victualler. May 4.
Webb, Carey-st, Lincoln's-inn

Bankrupts.

FRIDAY, March 1, 1872.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.
To Surrender in London.

Mullick, H. Rise Case, Garden-ct, Temple, Gent. Pet Feb 26. Brougham. March 15 at 12
Scott, Michael D. S. Cornwall-gdns, Queen's-gate, Kensington, Gent. Pet Feb 28. Spring-Rice. March 14 at 1

To Surrender in the Country.

Chudley, Thos, Marwood, Devon, Miller. Pet Feb 27. Thorne. Barnstable, March 12 at 11
Crawley, Fredk Geo, Birm, Butcher. Pet Feb 26. Chauntler. Birm, March 11 at 2
Marbrook, Geo Douglas, Birm, Grocer. Pet Feb 27. Chauntler. Birm, March 18 at 2
Morris, Wm, Maidce, Mon, Carrier. Pet Feb 24. Roberts. Newport, March 20 at 12
Perkins, Richd Wm, Swansea, Glamorgan, Merchant. Pet Feb 16. Morris. Swansea, March 11 at 3

TUESDAY, March 5, 1872.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.
To Surrender in London.

Pascoe, Vincent Lambert, Clerkenwell-green, Licensed Victualler. Pet March 2. Roche. March 19 at 12.30
Pask, John, Strand, Musical Instrument Maker. Pet Feb 29. Pepsys. March 19 at 11.30
Wilkins, Saml, Cheapside, Comm Agent. Pet Feb 29. Pepsys. March 19 at 11

To Surrender in the Country.

Ashworth, Zachariah, Bradford, York, Upholsterer. Pet March 1. Robinson. Bradford, March 19 at 9
Fairclough, Jas, sen, Gateshead, Durham, Bootmaker. Pet March 2. Mortimer. Newcastle, March 16 at 2
Glasgow, Jas, Penzance, Cornwall, Innkeeper. Pet March 2. Chilcott. Truro, March 20 at 12
McFarlane, Peter, Guildford, Surrey, Draper. Pet Feb 29. White. Guildford, March 19 at 3
Rawson, Joshua, Leeds, Cloth Merchant. Pet Feb 28. Marshall. Leeds, March 20 at 11
Ruddock, Edwin, Reading, Berks, Victualler. Pet March 1. Collins. Reading, March 25 at 11
Scrutton, James, Woodbridge, Suffolk, Upholsterer. Pet March 1. Prettymann. Ipswich, March 18 at 12
Westbrook, John Edwin, Guildford, Surrey, Innkeeper. Pet March 2. White. Guildford, March 19 at 2

BANKRUPTCIES ANNULLED.

FRIDAY, March 1, 1872.

Kiddier, Jas, Church-st, Shoreditch, Grocer. Feb 23

TUESDAY, March 5, 1872.

Lunn, Allen, Milns Bridge, Almondbury, York, Machine Fitter. Feb 23
Reynolds, Ald, Boston, Lincoln, Auctioneer. Feb 27

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, March 1, 1872.

Ambrose, Hy Richd, Buckland, Portsea, Hants, Grocer. March 13 at 4, at offices of King, Union st, Portsea
Baker, Geo, Salisbury, Wills, Brewer. March 14 at 2, at the Three Swans Hotel, Winchester st, Salisbury. Dew, Salisbury
Baker, Hy, Wyrie, Stafford, Licensed Victualler. March 18 at 2, at office of Baker, Bridge st, Walsall
Bampfield, Walter, Pontillas, Hereford, Coal Merchant. March 15 at 12, at the Mitre Hotel, Hereford. Symonds
Basham, Jas, & Arthur Basham, George st, Lambeth, Builders. March 19 at 2, at offices of Cooke, Devereux ct, Temple
Battye, Kliner, Dalton, York, Yarn Spinner. March 11 at 11, at offices of Sykes, New st, Huddersfield
Bell, Saml Geo, Croydon, Surrey, Draper. March 12 at 3, at office of Peverley, Basinghall st
Biggs, Wm, Pentonville rd, Islington, Solicitor's Clerk. March 9 at 3, at offices of Goadly, Bow st, Covent Garden
Birkett, Miles, Northwich, Chester, Watchmaker. March 14 at 3, at offices of Murray, King st, Manchester
Carr, Robt, Castledore, York, Stationer. March 15 at 2, at offices of Boulton, Pontefract
Clark, Jas, Union sq, New North rd, Artificial Florist. March 16 at 12, at office of Ald, Cheap
Cooke, Edwd, Welchpool, Montgomery, Hairdresser. March 19 at 12, at office of Jones, Severn st, Welchpool

Couston, David, & Jas Thomson, Liverpool, Wine Merchants. March 25 at 1, at the Law Association Rooms, Cook st, Lpool. Barrell & Rodway, Lpool
Crowhurst, Harry, Hercules bldgs, Westminster rd, Pantomimist. March 11 at 3, at offices of Goadly, Bow st, Covent Garden
Derwent, Wm, Brandon, Suffolk, Innkeeper. March 11 at 12, at office of Chittock, Redwell st, Norwich
Dixon, John Hy, Blyth, Northumberland, Grocer. March 19 at 1, at offices of Chartres & Youll, Grainger st West, Newcastle-upon-Tyne
Dodge, Jas, Bristol, Builder. March 15 at 2, at offices of Hancock & Co, Guildhall, Broad st, Bristol. Sweet & Borrowoughs
Doe, Wm, Whetstone, Middx, Bootmaker. March 9 at 11, at office of Harris, The Whitehouse, Hadley
Dryer, Thos, Lpool, Fruiterer. March 14 at 3, at offices of Carmichael, Cambridge chambers, Lord st, Lpool
Edwards, Joseph, Frase Edwards, & John Edwards, Wington, Somerset, Drapers. March 15 at 12, at offices of Barnard & Co, Albion chambers, Bristol
Ellis, Thos, Staines, Middx, Carpenter. March 5 at 2, at 12, Hatton Garden. Marshall
Flintoft, Geo, Gt Queen st, Westminster, Gas Engineer. March 12 at 3, at offices of Durant, Guildhall chambers, Basinghall st
Ford, Jas Thos, Southsea, Hants, Lodging-house Keeper. March 12 at 4, at offices of King, Union st, Portsea
French, Thos, Lewisham, Kent, Builder. March 18 at 2, at offices of Hudson & Co, Bucklersbury
Frewer, Jas, Ipswich, Suffolk, Sculptor. March 20 at 12, at office of Hutchinson, Gt Colman st, Ipswich. Pollard
Gale, Walter Hy, Braithfield, Hants, Carpenter. March 15 at 4, at office of Kilby, Portland st, Southampton
Garmston, Fredk, Worcester, Grocer. March 5 at 11, at office of Corbett, Avenue House, The Cross, Worcester
Giles, Richd, Shrewsbury, Salop, Watchmaker. March 15 at 12, at the Britannia Hotel, Mardol, Shrewsbury. Chandler, Shrewsbury
Glase, Moses, Upton Scudamore, Wills, Appraiser. March 16 at 2, at offices of Mr Carby, King st, Frome
Gray, Wm Ald, Wrestlingworth, Bedford, Builder. March 11 at 11, at the Crown Inn, Potton. Ellison, Cambridge
Grundy, Alice, Bolton, Lancashire. March 14 at 2.30, at offices of Winder, Bowker's row, Bolton
Haines, Joseph, Penistone, York, Schoolmaster. March 15 at 3, at offices of Newman & Sons, Church st, Barnsley
Hand, John, Stourbridge, Worcester, Comm Agent. March 14 at 10, at offices of Wall, Union chambers, Stourbridge
Hincks, Joseph, Junr, Willenhall, Stafford, no occupation. March 13 at 2, at offices of Cresswell, Bilston st, Wolverhampton
Holmes, Fredk, Church rd, New Cross, out of business. March 25 at 12, at office of Moss, Gracechurch st
Hooper, Wm Hy, Bournemouth, Hants, Plumber. March 14 at 2, at offices of Reade, Vine Cottage, Bournemouth
Hyett, Jas, Gloucester, Painter. March 12 at 12, at the Spread Eagle Hotel, Ray, Bristol
Harris, John Jas, Boundary rd, Hampstead, Licensed Victualler. March 9 at 12, at offices of King, Worship at
Helsch, Percy Fredk, & Horatio Dodd, Crosby sq, Bishopsgate st, Merchants. March 15 at 1, at offices of Quilter & Co, Moorgate st
Snow, College hill, Cannon st
Jones, Evan Thos, Mile End rd, Ironmonger. March 21 at 12, at offices of Field, New Inn, Strand
James, John Whitely, Holloway rd, Bootmaker. March 4 at 3, at offices of Godfrey, Basinghall st
Jones, Philip, Ewyas Harold, Hereford, Farmer. March 15 at 11, at the Mitre Hotel, Hereford. Symonds
Lamb, Hy, Bishop's rd, Paddington, Watchmaker. March 12 at 4, at offices of Macmillan, Westbourne grove, Paddington
Leal, Jane Ann, Portsmouth, Hants, Baker. March 14 at 11, at offices of Walker, Union st, Portsea
Lee, Thos, Oldswinford, Worcester, Builder. March 18 at 1, at offices of Caddick, New st, West Bromwich
Machin, John, Speenhamland, Berks, Carrier. March 12 at 2, at the White Hart Inn, Market pl, Newbury. Cave, Newbury
Marriott, Thos, Fareham, Hants, Corn Merchant. March 14 at 3, at office of Goble, Institution Hall, Farham
Merryfield, Ald, Alresford, Grocer. March 11 at 10, at office of Godwin, St Thomas st, Winchester
Moore, Geo, Portsea, Hants, Bootmaker. March 9 at 12, at offices of Smith, King st, Cheapside. King, Portsea
Morgan, Morgan, Treallow Dinas, Glamorgan, Grocer. March 14 at 12, at offices of Alexander, Institute chambers, Pontypridd
Morse, John, Neath, Glamorgan, Grocer. March 21 at 2, at offices of Barnard & Co, Bristol
Morton, Wm Hy, Kingston, Somerset, Baker. March 15 at 12, at offices of Trenchard, Upper High st, Taunton
Noble, Thos, & John Addie, Garstang, Lancashire, Contractors. March 13 at 11, at office of Turner & Son, Fox st, Preston
Nutt, Wm, Birm, Retail Brewer. March 11 at 3, at offices of Parry, Bennett's hill, Birm
Oakley, Thos, Bromsgrove, Worcester, Baker. March 19 at 3, at the Cross Hotel, Bromsgrove. Corbet
Owen, Edwin, Wrexham, Denbigh, Cabinet Maker. March 8, at the Wynnstay Arms Hotel, Wrexham, in lieu of the place originally named
Peake, John, Lpool, Grocer. March 12 at 2, at offices of Thornley & Heaton, Dale st, Lpool
Penlington, Geo, Hadnall, nr Shrewsbury, Salop, Innkeeper. March 12 at 2, at the Lion Hotel, Shrewsbury. Barnes & Russell, Lichfield
Petty, Joseph, Worsborough Dale, York, Butcher. March 16 at 2 at the Coach and Horses Hotel, Barnsley. Freeman, Market walk, Huddersfield
Prismall, Walter, Woolhampton, Berks, Baker. March 12 at 11, at the White Hart Inn, Market pl, Newbury. Cave, Newbury
Rackstraw, Wm Chas, London ter, London fields, Hackney, Bankers' Clerk. March 14 at 2, at offices of Stackpoole, Finner's hall, Old Broad st
Richards, Wm Joseph, Darlaston, Stafford, Builder's Manager. March 15 at 12, at offices of Dallow, Queen sq, Wolverhampton
Roberts, Sophia, Bangor, Carnarvon, Smallware Dealer. March 23 at 2 at the Ermine Hotel, Flockersbrook, Chester. Foulkes, Bangor

Rowbotham, Edmund, Preston, Lancashire, Shoe Dealer. March 14 at 2, at offices of Forshaw, Cannon st, Preston
 Rushton, Thos, Brosely, Salop, Ale Dealer. March 15 at 12, at the Charlton Arms Hotel, Wellington. Marcy, Wellington
 Sagar, Jas, Burnley, Lancashire, Ironfounder. March 22 at 3, at offices of Nowell, Manchester rd, Burnley
 Sandys, Jane, Shooter's Hill, nr Woolwich, no occupation. March 15 at 11, at 5, Bedford row, Holborn. Bird
 Shere, Thos, Borwick St John, Wilts, Farmer. March 12 at 3, at the White Hart Hotel, Salisbury. Whatman
 Smallwood, John, Bishopsthorpe, York, Gar denier. March 15 at 11, at office of Watson, Museum st, York
 Smith, Fredk Chas, Grantley villas, Peckham, Die Sinker. March 13 at 2, at offices of Hand, Coleman st
 Southworth, Hy, Newtown, Pemberton, Lancashire, Engineer. March 16 at 11, at offices of Lees, King st, Wigan
 Spicer, Gregory, Blarion, Stafford, Builder. March 7 at 2, at office of Welch, Caroline st, London
 Swift, Richd, Birstal, York, Plumber. March 15 at 3, at the Royal Hotel, Dewsbury. Ibberson, Dewsbury.
 Tain, Joseph, Kidderminster, Worcester, Beerhouse Keeper. March 20 at 3, at office of Burcher, Church st, Kidderminster
 Tiehurst, Ann Fras, Littlehampton, Sussex, Draper. March 19 at 12, at 12, Broad st, Cheapside. Lamb, Brighton
 Underhay, Fredk, Crickehow, Middx, out of business. March 14 at 11, at Kennan's Hotel, Crown-cd, Cheapside. New, Basinghall-st
 Walker, Geo, Stone, Stafford, Farmer. March 12 at 3, at the Crown Hotel, Stone, Brough
 Walters, Hy Coghlan, Bristol, Hosier. March 14 at 1, at offices of Barnard & Co, Lothbury. Fussell & Co, Bristol
 Webb, Geo, Crewe, Chester, Fitter. March 16 at 2, at offices of Latham & Bygott, Market-st, Crewe
 Webb, Osborn, Chepstow, Monmouth, Grocer. March 12 at 2, at the George Hotel, Moor st, Chepstow. Morgan, Newport
 Woodman, Jas, & Selina Woodman, Bishop's Waltham, Hants, Saddlers. March 14 at 2, at the Junction Hotel, Bishopstoke. Kilby, Southampton
 Wright, Wm, and Thos Davis, Dudley, Worcester, Charter Masters. March 11 at 11, at office of Stokes, Priory-st, Dudley

TUESDAY, March 5, 1872.

Allam, Chas, Aldenham st, St Pancras, Tobaccoist. March 13 at 2, at office of Marshall, Hatton garden
 Alcock, Wm, Sothern rd, Hammer-smith, Book Keeper. March 12 at 3, at offices of Comfort, Grecian-chambers, Devereux ct, Temple
 Ashley, John, Congleton, Chester, Ribbon Manufacturer. March 19 at 3, at the Lion & Swan Hotel, Congleton. Tennant, Hanley
 Bagshaw, Albert, South Shields, Durham, Plumber. March 16 at 11, at offices of Duncan, King-st, South Shields
 Barker, Wm, Hanley, Stafford, Tailor. March 18 at 11, at the Saracen's Head Hotel, Hanley. Sherratt, Hanley
 Barton, Robt, Cirencester, Gloucester, Auctioneer. March 18 at 3, at office of Sullivan, Waterloo-passage, Cirencester
 Barton, Thos, and John Hardiker, Preston, Lancashire, Carvers. March 18 at 11, at offices of Plant & Abbott, Cannon-st, Preston
 Boyce, Chas, Tipton, Stafford, Blacksmith. March 19 at 11, at offices of Travis, Lower Church-lane, Tipton
 Bryer, Wm Carr, and Wm Collins, Gt Tower-st, Colonial Merchants. March 14 at 12, at office of Mayhew, Foultry
 Carter, Wm Richd, John-st, Cratched Priory, Wine Merchant. March 21 at 2, at office of Ellis & Crossfield, Mark-lane
 Chalmers, Fredk, Sheffield, Iron Broker. March 19 at 12, at offices of Mellor, Bank st, Sheffield
 Chapman, Emma, Ovenden, York, Innkeeper. March 14 at 11, at office of Rhodes, Duke st, Bradford
 Chapman, Thos Beach, Jun, Sheffield, Tobacco Manufacturer. March 13 at 12, at the Outlers' hall, Church st, Sheffield. Mellor, Sheffield
 Clark, Clifford, Portfield, Hants, Builder. March 15 at 3, at offices of Feltham, Union st, Portsea
 Colman, Jas, Taunton, Somerset, Blacksmith. March 18 at 12, at offices of Trenchard, Upper High st, Taunton
 Cooper, Thos, Halifax, Tailor. March 12 at 3, at offices of Leeming, George st, Halifax
 Crandon, John, Redland, Bristol, Builder. March 14 at 2, at offices of Hancock & Co, Guildhall, Bristol. Beekingham, Bristol
 Davies, David, & Wm Hy Catdick, Bloxwich, Stafford, Coal Masters. March 23 at 11, at offices of Duignan & Co, the Bridge, Walsall
 Derrnott, Arthur, South Shields, Durham, Contractor. March 15 at 12, at offices of Bentham, Lambton st, Sunderland
 Doody, Thos, Church Aston, Salop, Engineering Surveyor. March 20 at 11, at offices of Taylor, King st, Wellington
 Driver, John, Green's end, Woolwich, Tailor. March 13 at 3, at offices of Carrall, Fenchurch st. Maniere, Great James st
 Dwell, Wm, Broomsgrove, Worcester, Outfitter. March 15 at 12, at offices of Lomax & Co, Cannon st, Birm. Taylor & Jaquet, South-st Finsbury sq
 Ellice, Jas, Wroughton, Wilts, out of business. March 16 at 3, at office of Kinneir & Tombs, Weston Bassett
 Evans, Richd, Brandon st, Walworth, Timber Merchant. March 15 at 3, at 9, Lincoln's inn fields. Marshall
 Farley, Fredk, West Bromwich, Stafford, Plumber. March 18 at 11, at offices of Jackson, Lombard st, West Bromwich
 Fisher, Thos, Ella, Mountford road, Dalston, Clerk. March 12 at 3, at 12, Hatton garden. Marshall, Lincoln's inn fields
 Fitzroy, Hy Jas, Park rd, Twickenham, late an Officer. March 15 at 3, at offices of Duncan & Marton, Southampton st, Bloomsbury
 Gluck, Morris, Sheffield, Looking Glass Manufacturer. March 18 at 11, at the Cutler's Hall, Sheffield. Webster
 Grime, Jas, Preston, Lancashire, Jeweller. March 18 at 10, at offices of Fryer, Lune st, Preston
 Harbourn, Geo, Northchurch, Hertford, Baker. March 18 at 11, at offices of Bullock, Gt Berkhamsted
 Harding, Levi, Stanley Moss, Stafford, Grocer. March 18 at 3, at the Saracen's Head Hotel, Hanley. Alcock, Tunstall
 Hartley, Ellis Brumfit, Otley, York, Gardener. March 20 at 11, at office of Siddall, Charles st, Otley
 Herbert, Hy Fred, New Shoreham, Sussex, Grocer. March 25 at 12, at office of Mills, Bond st, Brighton

Hitchcock, Fredk, Albert pl, Twickenham, Egg Merchant. March 14 at 3, at office of Salaman, King st, Cheapside
 Hopton, Abney Chas, Judd st, Branswick sq, Surgeon. March 14 at 2, at offices of Godfrey, Basinghall st
 Jackson, Jas, Furness Vale, Cheshire, out of business. March 21 at 1, at the Jodrell Arms, Whaley Bridge. Bonflower, Manch
 Jennings, John, Jun, Chester, Is st, Durham, Builder. March 18 at 1, at office of Philipson, Collingwood st, Newcastle-upon-Tyne
 Jones, Herbert, Hampton, Suffolk, Plumber. March 22 at 3, at offices of Sherrard, Clifford's inn
 Lagdon, Wm Jas, Brookley, Sudfox, Farmer. March 20 at 10, at the Angel Hotel, Bury St Edmund's. Walpole, Bury St Edmunds
 Lapiush, Joseph, & Wm Lapiush, Bradford, York, Joiners. March 18 at 10, at offices of Rhodes, Duke st, Bradford
 Laycock, Hy, & John Laycock, Darby, Fellmongers. March 21 at 11, at offices of Barber & Currey, St Michael's churchyard, Darby
 Lewis, John, Bridgton, Glamorgan, Draper. March 20 at 2, at offices of Barnard & Co, Albion chambers, Bristol. Stockwood, Jun
 Loesby, Wm, Brandon, Suffolk, Chemist. March 18 at 3, at offices of Sadd, Church st, Theatre st, Norwich
 Maddock, Hannah, Old Park, Salop, Shopkeeper. March 18 at 12, at offices of Harris, Dawley, nr Wellington
 Mansell, Hannah, Chapel pl North, South Audley st, Builder. March 18 at 3, at offices of Izard & Betts, Eastcheap. Goren, South Molton st
 Maskew, Thos, Ratsey, Dorchester, Dorset, Clerk in Holy Orders. March 20 at 12, at the Antelope Hotel, Dorchester. Andrews & Pope, Dorchester
 Masterman, Wm, Hampstead rd, Draper. March 18 at 12, at the Chamber of Commerce, Cheapside. Sturt, Ironmonger lacy
 Meier, Chas Wm, Sunderland, Durham, Shipbroker. March 21 at 12, at offices of Robinson, John st, Sunderland
 Middlebrook, Wm, Bruncliffe, Morley, York, Joiner. March 19 at 3, at offices of Ibberson, Dewsbury
 Miller, Geo, Jarrow-on-Tyne, Contractor. March 15 at 11, at offices of Bentham, Lambton st, Sunderland
 Miller, Jas, Cliftonville, Sussex, Wine Merchant. March 20 at 1, at offices of Gutteridge, Ship st, Brighton
 Milton, Hy, Grench, Kent, Anchormaster. March 8 at 3, at offices of Prall, High st, Rochester
 Morton, Robt Percy, Havelock ter, Bird-in-Bush rd, Peckham, out of business. March 19 at 3, at offices of Jenkins & Price, Tavistock st
 Muir, Wm, Chapel-en-le-Frith, Derby, Bootmaker. March 19 at 12, at the Golden Ball Inn, Millgate, Stockport. Goodman, Chapel-en-le-Frith
 Oakes, Ralph, Lpool, Comm Agent. March 18 at 2, at offices of Thornley & Heaton, Dale st, Lpool
 Patton, Jas, Brighton, Sussex, Iron Founder. March 20 at 3, at offices of Lamb, Ship st, Brighton
 Penny, Geo Tavyer, Frattton, Southampton, Builder. March 18 at 3, at offices of Feltham, Union st, Portsea
 Plastans, John, Aston-juxta-Birm, Butcher. March 15 at 2, at offices of Burton, Union passage, Birm
 Potheary, John Isaac, Boundary rd, St John's wood, Auctioneer. March 20 at 12, at office of Digby & Sons, Lincoln's inn fields
 Powell, Edwd, Gledhow ter, South Kensington, Fruiterer. March 15 at 12, at office of Ravenscroft & Hills, Gt James st, Bedford row
 Powell, Hy, Sussex pl, Old Brompton, Fruiterer. March 13 at 12, at 12, Hatton garden. Marshall
 Saunders, Josiah, Fulbourn, Cambridge, Butcher. March 21 at 12, at office of French, St Andrew's hill
 Smith, Joseph Evans, Hay, Brecon, Surgeon. March 20 at 11, at office of Griffiths, Hay. Cheese
 Taylor, John, Windmill End, Dudley, Worcester, Licensed Victualler. March 15 at 11.30, at offices of Homfray and Holberton, High st, Brierly Hill
 Tessier, Edwd Chas, Hewlett ter, Fulross rd, Brixton, Clerk. March 7 at 12, at offices of Nicholson, Gresham st
 Tombs, John, Walsall, Stafford, Baker. March 20 at 11, at offices of Duignan & Co, the Bridge, Walsall
 Tunstall, Fras, Knutsford, Cheshire, Grocer. March 19 at 11, at the Clarence Hotel, Spring gdns, Manch. Cheshire, Northwich
 Vickers, John, Cocker-mouth, Cumberland, Millwright. March 18 at 2.30, at office of Hayton and Simpson, Cocker-mouth
 Walton, John Harkes, Seaham Harbour, Durham, Bootmaker. March 18 at 2, at offices of Joel, Market st, Newcastle-on-Tyne
 Welton, John, Snape, Suffolk, Fork Butcher. March 18 at 1.30, at the White Hart Commercial Inn, Saxmudham. Poirard
 White, Wm Thompson, Watling st, Carpet Warehouseman. March 21 at 3, at the Cannon at Hotel, Cannon st. Ashurst and Co, Old Jewry
 Whittle, Wm, Sheffield, Joiner. March 19 at 12, at offices of Mellor and Porrett, Bank st, Sheffield
 Wight, Andrew, Worsbrough Dale, York, Shopkeeper. March 18 at 11, at office of Dibb, Regent st, Barmsey
 Williams, Thos, Carlton, York, Grocer. March 18 at 3, at the Station Hotel, Knottingley. Banks

EDE & SON,

ROBE MAKERS,

BY SPECIAL APPOINTMENT,

TO HER MAJESTY, THE LORD CHANCELLOR, THE JUDGES, CLERGY, ETC

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